

<i>SERFF Tracking Number:</i>	<i>MNNL-126122998</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42184</i>
<i>Company Tracking Number:</i>	<i>09-110.03</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Secure Whole Life</i>		
<i>Project Name/Number:</i>	<i>Secure Whole Life/09-110.03</i>		

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Secure Whole Life

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate
Premium - Single Life

Filing Type: Form

SERFF Tr Num: MNNL-126122998 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 42184

Co Tr Num: 09-110.03

State Status: Approved-Closed

Authors: Carol Ouhl, Joyce
Townsend

Date Submitted: 04/21/2009

Reviewer(s): Linda Bird

Disposition Date: 05/15/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: 08/03/2009

State Filing Description:

Implementation Date:

General Information

Project Name: Secure Whole Life

Project Number: 09-110.03

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/15/2009

Deemer Date:

Submitted By: Joyce Townsend

Filing Description:

NAIC # 66168

GROUP # 869

FEIN # 41-0417830

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/15/2009

Created By: Joyce Townsend

Corresponding Filing Tracking Number:

RE: INDIVIDUAL WHOLE LIFE POLICY

SERFF Tracking Number:	MNNL-126122998	State:	Arkansas
Filing Company:	Minnesota Life Insurance Company	State Tracking Number:	42184
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TOI:	L071 Individual Life - Whole	Sub-TOI:	L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Whole Life

Project Name/Number: Secure Whole Life/09-110.03

09-110.03 Secure Whole Life Policy

09-902 Guaranteed Insurability Option with Waiver Agreement

09-903 Guaranteed Insurability Option Agreement

09-904 Children's Term Agreement

09-914 Exchange of Insureds Agreement

09-917 Waiver of Premium Agreement

09-918 Accidental Death Benefit Agreement

09-921 Additional Insurance Agreement

09-931 Accelerated Death Benefit Agreement

09-934 Single Premium Paid-Up Additional Insurance Agreement

09-E1517 Unisex Amendment

09-9415 4-2009 Family Term/Additional Insured/Children's Term Application

This filing is new and does not replace any previously approved forms. This fixed premium, participating, Whole Life policy will be available to the general public, ages 0 to 90. The policy will be sold with, and require, a signed illustration. Face amounts allowed are between \$10,000 and \$999 million. This product will be issued as sex-distinct unless the 09-E1517 Unisex Amendment is included in the issue. Policies issued as sex-distinct will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964. Optional agreements available are as follows:

Guaranteed Insurability Option with Waiver Agreement: Available at ages 0 up to 37. Allows the owner to purchase an additional policy without evidence of good health at specific ages or events. Additional policy purchased will also have Waiver of Premium Agreement included without any evidence of good health. There is a premium for this optional agreement.

Guaranteed Insurability Option Agreement: Available at ages 0 up to 37. Allows the owner to purchase an additional policy without evidence of good health at specific ages or events. Additional policy purchased will not have Waiver of Premium Agreement included unless evidence of good health is provided. There is a premium for this optional agreement.

Children's Term Agreement: Available at ages 14 days through 17 years. Allows the owner to purchase level term insurance on children. Children may convert the term insurance to permanent insurance. There is a premium for this optional agreement.

Exchange of Insureds Agreement: Available at ages 18 to 60. Allows the owner to substitute a new insured for the existing insured upon providing evidence of insurability. There is no premium for this optional agreement.

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Waiver of Premium Agreement: Available at ages 0 to 55. Provides for the payment of the policy total annual premium if the insured becomes disabled. There is a premium for this optional agreement.

Accidental Death Benefit Agreement: Available at ages 5 to 65. Provides for payment of an increased death benefit if insured dies as a result of an accident. There is a premium for this optional agreement.

Additional Insurance Agreement: Available at ages 0 to 90. Provides an economical way to build a larger death benefit by allowing the owner to use the Agreement premium to purchase a combination of term and paid-up additional insurance to reach their chosen target insurance amount.

Accelerated Death Benefit Agreement: Available at ages 0 to 90. Allows owner to receive death benefit values in advance of death in case of terminal illness. There is no premium for this agreement.

Single Premium Paid-Up Additional Insurance: Available at ages 0 to 90. Provides a flexible way to enhance paid-up death benefit for wealth transfer or any other purpose. Allows the owner to purchase additional paid-up insurance once a year by paying a single sum of money and providing evidence of good health. There is no premium for agreement itself.

Unisex Endorsement: Will be added to any policy at issue being purchased as part of a qualified plan.

Family Term / Additional Insured / Children's Term Application: Must be used when applying for Children's Term Agreement included in this filing.

The submitted forms are in final print and are subject to only minor modification in paper stock, type style and size (never less than 10 pt type), ink, border, company logo/address/telephone number/officer signature, and future adaptation to electronic media or computer printing.

Company and Contact

Filing Contact Information

Joyce Townsend, Senior Product Compliance Specialist joyce.townsend@securian.com

400 ROBERT STREET NORTH 651-665-5902 [Phone]
ST. PAUL, MN 55101-2098 651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance Company CoCode: 66168 State of Domicile: Minnesota
400 Robert Street North Group Code: 869 Company Type:

SERFF Tracking Number: MNNL-126122998 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 42184
Company Tracking Number: 09-110.03
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Whole Life
Project Name/Number: Secure Whole Life/09-110.03

Law Department Group Name: State ID Number:
St. Paul, MN 55101-2098 FEIN Number: 41-0417830
(651) 665-3500 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes
Fee Explanation: MN filing fee = \$75 per filing package
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$75.00	04/21/2009	27315913

SERFF Tracking Number:	MNNL-126122998	State:	Arkansas
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Product Name:	Secure Whole Life		
Project Name/Number:	Secure Whole Life/09-110.03		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/15/2009	05/15/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	05/05/2009	05/05/2009	Joyce Townsend	05/15/2009	05/15/2009

<i>SERFF Tracking Number:</i>	<i>MNNL-126122998</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Secure Whole Life</i>		
<i>Project Name/Number:</i>	<i>Secure Whole Life/09-110.03</i>		

Disposition

Disposition Date: 05/15/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MNNL-126122998 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 42184

Company Tracking Number: 09-110.03

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Whole Life

Project Name/Number: Secure Whole Life/09-110.03

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Certifications		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Exhibit of Outline of Coverage for Accelerated Benefit		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Form (revised)	Secure Whole Life Policy		Yes
Form	Secure Whole Life Policy	Replaced	Yes
Form	Guaranteed Insurability Option with Waiver Agreement		Yes
Form	Guaranteed Insurability Option Agreement		Yes
Form	Children's Term Agreement		Yes
Form	Exchange of Insureds Agreement		Yes
Form	Waiver of Premium Agreement		Yes
Form	Accidental Death Benefit Agreement		Yes
Form	Additional Insurance Agreement		Yes
Form	Single Premium Paid-Up Additional Insurance Agreement		Yes
Form	Unisex Amendment		Yes
Form (revised)	Family Term- Childrens/Additional Insured/Children's Term Agreement Application		Yes
Form	Family Term- Childrens/Additional Insured/Children's Term Agreement Application	Replaced	Yes
Form	Accelerated Death Benefit Agreement		Yes

SERFF Tracking Number: MNNL-126122998 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 42184
Company Tracking Number: 09-110.03
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Secure Whole Life
Project Name/Number: Secure Whole Life/09-110.03

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/05/2009
Submitted Date 05/05/2009
Respond By Date 06/05/2009

Dear Joyce Townsend,

This will acknowledge receipt of the captioned filing.

Objection 1

- Flesch Certification (Supporting Document)
- Family Term- Childrens/Additional Insured/Children's Term Agreement Application, 09-9415 4-2009 (Form)
- Accelerated Death Benefit Agreement, 09-931 (Form)

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Ark. Code Ann. 23-66-503(a) requires a statement in an application substantially the same as that included in the statute.

The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Product Name:	Secure Whole Life		
Project Name/Number:	Secure Whole Life/09-110.03		

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	05/15/2009
Submitted Date	05/15/2009

Dear Linda Bird,

Comments:

This is in response to your objection dated May 5, 2009.

Response 1

Comments: 1. We are in compliance with Arkansas Code 23-79-138 as shown below. I am attaching a certification showing our compliance with the requirements to the Supporting Documents tab. I apologize for not including this in my original submission.

- a. The complete address and telephone number of Minnesota Life is shown on the front cover of the policy jacket.
- b. The name, address and telephone number of the agent soliciting the policy is shown on the illustration.
- c. The address and telephone number of the State Insurance Department will show on the second page of the policy jacket. I have entered this information, from your website, on the jacket and have attached a revised policy to the Forms Document tab.

2. I have revised the Family Term-Childrens Application to include a fraud warning on the second page. As a result of the change, I have changed the form number to F9415.03 4-2009 and have attached the revised form to the Forms Document tab.

3. The Outline of Coverage for the Accelerated Benefit Agreement, form F.60944 5-2004, was approved by your department on June 10, 2004, SERFF #USPH-5ZRT7Z845, state tracking #26610. I am attaching an exhibit of this form to the Supporting Documents tab.

Related Objection 1

Applies To:

- Flesch Certification (Supporting Document)
- Family Term- Childrens/Additional Insured/Children's Term Agreement Application, 09-9415 4-2009 (Form)
- Accelerated Death Benefit Agreement, 09-931 (Form)

SERFF Tracking Number: MNNL-126122998 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 42184

Company Tracking Number: 09-110.03

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Whole Life

Project Name/Number: Secure Whole Life/09-110.03

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Ark. Code Ann. 23-66-503(a) requires a statement in an application substantially the same as that included in the statute.

The Accelerated Benefit Rider issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certifications

Comment: Attached are required Certifications.

Satisfied -Name: Exhibit of Outline of Coverage for Accelerated Benefit

Comment: Attached is Outline of Coverage for Accelerated Benefit Agreement, form F60944 5-2004, which was approved by your department on June 10, 2004, SERFF #USPH-5ZRT7Z845. State Tracking #26610.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Secure Whole Life Policy	09-110.03		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.100	Revised 09-110.03 Policy.pdf

Previous Version

Secure Whole Life	09-110.03		Policy/Contract/Fraternal	Initial		51.100	09-110.03
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SERFF Tracking Number: MNNL-126122998 State: Arkansas
 Filing Company: Minnesota Life Insurance Company State Tracking Number: 42184
 Company Tracking Number: 09-110.03
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Whole Life
 Project Name/Number: Secure Whole Life/09-110.03

Policy		Certificate: Amendment, Insert Page, Endorsement or Rider		Policy.pdf
Family Term-	09-9415	Application/Enrollment	Initial	50.000
Childrens/Additional	4-2009	Form		09-9415.03 4-2009 no sec.pdf
Insured/Children's Term Agreement Application				
Previous Version				
Family Term-	09-9415	Application/Enrollment	Initial	50.000
Childrens/Additional	4-2009	Form		09-9415 4-2009ns.pdf
Insured/Children's Term Agreement Application				f

No Rate/Rule Schedule items changed.

I am hopeful that the above information and attachments will allow you to approve our Secure Whole Life Policy, agreements and application.
 Thank you for your consideration.

Joyce Townsend

Sincerely,
 Carol Ouhl, Joyce Townsend

SERFF Tracking Number: MNNL-126122998 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 42184

Company Tracking Number: 09-110.03

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Secure Whole Life

Project Name/Number: Secure Whole Life/09-110.03

Form Schedule

Lead Form Number: 09-110.03

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	09-110.03	Policy/Cont Secure Whole Life ract/Fratern Policy al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.100	Revised 09-110.03 Policy.pdf
	09-902	Policy/Cont Guaranteed ract/Fratern Insurability Option al with Waiver Certificate: Agreement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.400	09-902 GLOW.pdf
	09-903	Policy/Cont Guaranteed ract/Fratern Insurability Option al Agreement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.800	09-903 GIO.pdf
	09-904	Policy/Cont Children's Term ract/Fratern Agreement al	Initial		53.000	09-904 CTA.pdf

SERFF Tracking Number: MNNL-126122998 State: Arkansas
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Product Name: Secure Whole Life
Project Name/Number: Secure Whole Life/09-110.03

	Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			
09-914	Policy/Cont Exchange of ract/Fratern Insureds Agreement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	52.000	09-914 EIA.pdf
09-917	Policy/Cont Waiver of Premium ract/Fratern Agreement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50.100	09-917 WPA.pdf
09-918	Policy/Cont Accidental Death ract/Fratern Benefit Agreement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	60.000	09-918 ADB.pdf
09-921	Policy/Cont Additional Insurance ract/Fratern Agreement al Certificate:	Initial	50.600	09-921 AIA.pdf

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Product Name: Secure Whole Life
Project Name/Number: Secure Whole Life/09-110.03

	Amendmen t, Insert Page, Endorseme nt or Rider			
09-934	Policy/Cont Single Premium Initial ract/Fratern Paid-Up Additional al Insurance Agreement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	56.300	09-934 SP PUA.pdf	
09-E1517	Policy/Cont Unisex Amendment Initial ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	51.100	09-E1517 Unisex Endorsement. pdf	
09-9415 4- 2009	Application/ Family Term- Initial Enrollment Childrens/Additional Form Insured/Children's Term Agreement Application	50.000	09-9415.03 4- 2009 no sec.pdf	
09-931	Policy/Cont Accelerated Death Initial ract/Fratern Benefit Agreement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	55.000	09-931 ABA.pdf	

SECURE WHOLE LIFE POLICY

[Insured John A Doe]
[Policy Number: 1-000-000W]
[Policy Date: Aug 01 2009]

NOTICE: IF THIS POLICY CONTAINS AN ACCIDENTAL DEATH BENEFIT AGREEMENT, OR A WAIVER OF PREMIUM AGREEMENT, READ THE LIMITATIONS IN THOSE AGREEMENTS CAREFULLY FOR EXCLUSIONS OF COVERAGE DUE TO WAR.

Face Amount payable at death
Premiums paid to anniversary nearest age 100
Participating

READ YOUR POLICY CAREFULLY

THIS IS A LEGAL CONTRACT

Subject to the provisions of this policy, we promise to pay to the beneficiary the death proceeds when we receive proof satisfactory to us of the insured's death.


This policy, including any change of it, is issued in consideration of the application for this policy and the payment of the premiums.

The owner and the beneficiary are as named in the initial application unless they are changed as provided in this policy.

Signed for Minnesota Life Insurance Company, a stock company, at St. Paul, Minnesota, on the policy date.

Notice of Your Right to Examine This Policy

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with it, you may return the policy to us or our agent within 30 days after you receive it. If you return the policy, you will receive a full refund of any premiums within 7 days of the date we receive your notice of cancellation.


[Secretary]


[President]

[MINNESOTA LIFE]

Minnesota Life Insurance Company
[400 Robert Street North
St. Paul, MN 55101-2098
www.minnesotalife.com
651.665.3500]

**If you have questions or complaints about this policy,
you may contact your advisor, us, or the insurance
department of your state at the following location.**

**Insurance Department of: Arkansas
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904**

**Telephone Number 501-371-1904
Toll Free Telephone Number 1-800-852-5494**

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YOUR POLICY INFORMATION

Secure Whole Life Policy

A scheduled premium whole life insurance policy

Insured: [John A Doe]
 Issue Age [35]
 Gender: [Male]
 Policy Number: [1-000-000W]
 Policy Date: [May 1 2009]
 [Policy Change Date: [May 1 2009]]
 Face Amount [\$100,000]

Underwriting Class at Issue: [Standard] [Non-Tobacco]

[If dividends are declared, they will reflect an Underwriting Class of:
 [Standard] [Non-Tobacco]]

Payment Options	Premium	Annual Payment
Annual	[\$1754.40]	[\$1754.40]
Semi Annual	[\$ 894.74]	[\$1789.48]
Quarterly	[\$ 456.14]	[\$1824.56]
Monthly	[\$ 153.51]	[\$1842.12]

Dividend Option - [Paid Up Additional Insurance]

Type of Coverage	Annual <u>Premium</u>
Basic policy Guaranteed protection for life Effective: [May 1,2009] Premium payable through [Apr 30, 2074]	[1264.32]

Policy fee of \$75.00 is included in each annual premium.

YOUR POLICY INFORMATION

Insured: [John A Doe]

Policy Number: [1-000-000W]

Additional Agreements

	<u>Annual Premium</u>
[Accelerated Death Benefit Agreement Effective: [May 1 2009] There is no premium for this agreement.]	
[Accidental Death Benefit Agreement Effective: [May 1 2009] Accidental Death Benefit Amount: [\$10,000] Premium payable through [Apr 30, 2044.]	[\$8.00]
[Additional Insurance Agreement Effective: [May 1 2009] AIA Target Insurance Amount: [\$100,000] Premium payable through [Apr 30 2074] There is a Premium Load of [7]%.]	[\$316.08]
[Children's Term Agreement Effective: [May 1 2009] Level term coverage to age 25 for each child: [\$10,000] Premium payable to youngest child's age 25].	[\$50.00]
[Exchange of Insureds Agreement Effective: [May 1 2009] There is no premium for this agreement].	
[Guaranteed Insurability Option Agreement Effective: [May 1 2009] Premium payable through [Apr 30 2014] Maximum Face Amount of New Policy:..[\$20,000] Option Dates at Anniversary nearest Ages: [22, 25, 28, 31, 34, 37, 40.]]	[\$20.00]
[Guaranteed Insurability Option with Waiver Agreement Effective: [May 1 2009] Premium payable through [Apr 30 2014] Maximum Face Amount of New Policy: [\$20,000] Option Dates at Anniversary nearest Ages: [22, 25, 28, 31, 34, 37, 40.]]	[\$40.00]
[Single Premium Paid-Up Additional Insurance Agreement Effective: [May 1 2009] There is no scheduled premium for this agreement There is a Premium Load of [7]% of each premium paid.]	
[Waiver of Premium Agreement Effective: [May 1 2009] Premium payable through [Apr 30 2034.]	[\$56.00]
Total Annual Premium on Policy Date:	[\$1754.40]

YOUR POLICY INFORMATION

Table of Guaranteed Cash Values
Secure Whole Life

Policy Number [1-000-000W]

These values do not include dividends and are subject to the Cash Values section in this policy.

Policy Anniversary May 1	Guaranteed Cash Value	Extended Term Insurance		Reduced Paid-Up Insurance
		Years	Days	
2010	0	0	0	0
2011	0	0	0	0
2012	636	5	71	2,857
2013	1,648	10	301	7,146
2014	2,694	15	12	11,281
2015	3,774	17	311	15,266
2016	4,888	19	338	19,099
2017	6,034	21	161	22,779
2018	7,212	22	196	26,312
2019	8,422	23	138	29,699
2020	9,661	24	212	36,059
2021	10,934	24	362	39,050
2022	12,240	25	101	41,943
2023	13,589	25	168	44,740
2024	14,983	25	204	47,435
2025	16,418	25	214	50,029
2026	17,894	25	200	52,516
2027	19,403	25	165	54,901
2028	20,948	25	108	57,181
2029	22,522	25	34	59,353
AGE 60	30,785	23	341	67,143
AGE 62	34,291	23	213	70,568
AGE 65	39,626	23	34	75,098

Annual policy loan interest rate: [5%]payable in arrears

Annual policy reinstatement interest rate: [6%]

Summary of Policy Benefits

Living Benefits

Your policy has certain values which are available to you during the insured's lifetime. You may use these values:

- To provide income (see page 6).
- As collateral for a loan or as the basis for a policy loan (see page 8).
- To continue some insurance protection if you cannot or do not wish to continue paying premiums (see page 7).
- To obtain cash by surrendering your policy (see page 8).

The values available for such uses are the total of:

- The base cash value of your policy (see policy data pages),
- PLUS** • The cash value of any additional agreements,
- PLUS** • The cash value of any additional insurance purchased with dividends,
- PLUS** • Any dividends left with us to accumulate at interest,
- MINUS** • Any unpaid policy loan and unpaid policy loan interest.

Death Benefit

The amount payable to the beneficiary is the total of the following amounts determined on the date of the insured's death:

The face amount of this policy (see policy data pages),

- PLUS** • Any additional insurance on the insured's life provided by an additional agreement (see policy data pages),
- PLUS** • Any additional insurance on the insured's life purchased with dividends (see page 5),
- PLUS** • Any dividends left with us to accumulate at interest (see page 5),
- PLUS** • Any dividend credited at death (see page 5),
- PLUS** • Any premium paid beyond the policy month in which the death occurs (see page 5),
- MINUS** • Any premium due (see page 4),
- MINUS** • Any unpaid policy loan and unpaid policy loan interest (see page 8).

Additional Agreements

The additional agreements, if any, listed on the policy data pages are described more fully in the additional agreements.

Definitions

When we use the following words, this is what we mean:

age

The insured's age at nearest birthday.

base cash value

The cash value as shown in the Table of Policy Values on the policy data pages.

Code

The U.S. internal Revenue Code of 1986, as amended.

face amount

The amount of insurance shown on the policy data pages.

in force

The insured's life remains insured under the terms of the policy.

indebtedness

Any unpaid policy loan and any unpaid policy loan interest.

insured

The person whose life is insured under this policy as shown on the policy data pages.

lapse

A premium is in default and the insured's life is no longer insured, except as may be provided in the Policy Values section of this policy.

legal partner

The person with whom you have entered into a legally-sanctioned domestic partnership or civil union that grants you the same rights, responsibilities, and obligations as married couples in accordance with applicable state laws. We will not recognize a partner relationship in any state that does not legally recognize such relationship.

loan value

The maximum amount available for a policy loan under your policy is the total cash value minus any indebtedness.

policy anniversary

The same day and month as your policy date for each succeeding year your policy remains in force. A monthly policy anniversary is the same day as your policy date for each succeeding month your policy remains in force.

policy date

The date shown on the policy data pages, which is the date from which policy anniversaries, policy years, and monthly policy anniversaries are determined.

policy loan interest

The amount of interest we charge you on the policy loan balance on your policy.

proceeds

The amount we will pay under the terms of this policy when your policy is surrendered or when the insured dies.

surrender value

The total cash value of the policy, plus any dividends left with us to accumulate at interest, less any indebtedness.

total cash value

The base cash value of the policy, plus the cash value of any additional agreements, plus the cash value of any additional insurance purchased with dividends.

we, our, us

Minnesota Life Insurance Company.

written request

A request in writing signed by you. We also may require that your policy be sent in with your written request.

you, your

The owner of this policy as shown in the application, unless changed as provided in this policy. The owner may be someone other than the insured.

General Information

What is your agreement with us?

Your policy, or any change to it, contains the entire contract between you and us. This includes the initial application and all subsequent applications to change your policy. Any statements made either by you or by the insured in the initial application or in any application for change will, in the absence of fraud, be considered representations and not warranties. Also, any statement made either by you or by the insured will not be used to void your policy nor defend against a claim under your policy unless the statement is contained in the initial application or in any application for change to this policy.

No change or waiver of any of the provisions of this policy will be valid unless made in writing by us and signed by our president, a vice president, our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of your policy.

Any additional agreement attached to this policy will become a part of this policy and will be subject to all the terms and conditions of this policy unless we state otherwise in the agreement.

When does your policy become effective?

Your policy will become effective on the earlier of the policy date or the date the policy is delivered to you, provided you have paid the initial premium, while the health of the insured remains as stated in the application for this policy.

Will this policy qualify as life insurance for tax purposes?

In order for your policy to be considered life insurance, it must qualify under the Internal Revenue Code (the Code) of 1986 as amended. At issue, we intend for your policy to satisfy the cash value accumulation test of Code Section 7702 and, therefore, qualify as life insurance for tax purposes.

At no time will the amount of the death benefit under the policy ever be less than the amount needed to ensure tax qualification.

How will you know the status of your policy?

Each year without charge, we will send you a report. This report will show your policy's status. It will include the total cash value and the death benefit as of the date of the report.

You may also annually request an illustrative report. The first illustrative report will be provided to you at no cost.

How do you exercise your rights under the policy?

You can exercise all the rights under this policy during the lifetime of the insured by making a written request to us. This includes the right to change the ownership. Any change in ownership, unless specified by the owner, will take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of the notice.

If your policy is assigned, we will also require the written consent of the assignee. If you have designated an irrevocable beneficiary, the written consent of that beneficiary will also be required.

Premiums

When and where do you pay your premiums?

Your initial premium is due as of the policy date and must be paid by the time your policy is delivered. All premiums after the initial premium are payable on or before the date they are due and must be mailed to us at our home office or such other place as we may direct.

If you would like a receipt for a premium payment, we will give you one upon request.

How often do you pay premiums?

You may pay your premiums once a year, twice a year or four times a year. These premiums are shown on the policy data pages as the annual, semi-annual and quarterly premiums. If you decide to pay premiums once a year, your annual premium will be due on the policy anniversary. Should you decide to pay premiums more than once a year, your semi-annual premiums will be due every six months and your quarterly premiums will be due every three months. In each year, one of the premium due dates must fall on the policy anniversary date.

Are there other methods of paying premiums?

With the consent of your financial institution, you may request that your planned premiums be automatically withdrawn on a monthly basis from your account at that institution and paid directly to us. If for any reason your financial institution fails to pay a premium when it is due or if this premium payment arrangement is ended, you must pay an annual, semi-annual or quarterly premium directly to us before the end of the grace period to keep your policy in force.

You can also arrange to have one or more premiums paid by automatic premium loans (see page 8). This arrangement can only be effective, however, if your policy has available loan value.

How long must premium payments be made?

The premiums for your policy are payable for the period shown on the policy data pages or until the prior death of the insured.

Can you pay a premium after the date it is due?

Your policy has a 61-day grace period. This means that if a premium is not paid on or before the date it is due, you may pay that premium during the 61-day period immediately following the due date. The insured's life will continue to be insured during this 61-day period. If the insured dies during this period, we will deduct a premium for the 61-day grace period from the death proceeds of this policy.

We will send you and any assignee of record, at the last known address, at least 31 days prior to the end of the grace period, a written notice indicating the due date and the payment required to keep your policy in force. Any payments sent by U.S. Mail must be postmarked within the grace period. The 61-day grace period does not apply to the first premium payment. The first premium payment must be paid when your policy is delivered.

What happens if a premium is not paid before the end of the grace period?

If a premium is not paid before the end of the 61-day grace period, your policy will lapse and no further premium payments may be made. However, even if your policy lapses, the values, if any, provided for in the Policy

Values section of this policy on page 7 will be available to you. If the Automatic Premium Loan provision is active on your policy and there is sufficient loan value, we will make a policy loan to pay the premium due on your policy, which will be no less than a quarterly premium payment.

Can you reinstate your policy after it has lapsed?

Yes. At any time within three years of the date your policy lapses, you may ask us to reinstate your policy to a premium-paying basis. If you request that your policy be reinstated, we will require:

- (1) your written request to reinstate this policy; and
- (2) evidence of insurability satisfactory to us; and
- (3) payment or reinstatement of any indebtedness; and
- (4) payment of all past due premiums on your policy; and
- (5) payment of interest compounded annually on all past due premiums and on any indebtedness.

The policy reinstatement interest rate will not be more than the rate shown on the policy data pages.

Our determination of the insured's continued insurability and the payment of all past due premiums with interest, must occur during the insured's lifetime.

Are there restrictions on the payment of premiums?

There may be restrictions on the amount of premium you may pay under the modified endowment provisions of the Code. Therefore, unless you have specified otherwise in writing, if the payment of a premium would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your payment.

Is there a premium refund at the insured's death?

We will pay to the beneficiary any part of a paid premium that covers the period from the end of the policy month in which the insured died to the date to which premiums are paid. However, if your policy contains a waiver of premium agreement and the last premium was waived by us under the terms of that agreement, we will not refund that premium.

Is there a premium refund at surrender?

No.

Dividends

Will your policy receive dividends?

Each year we determine whether to allocate and distribute a portion of our surplus to various classes of policies and, as applicable, the extent to which your policy will share in this distribution. We call your policy's share a dividend and credit it to your policy on your policy anniversary under one of the dividend options shown below. The distribution of a dividend is not guaranteed.

How can your dividends be applied?

You may choose to have your dividends applied according to any of the following dividend options. We may also offer the ability for you to have your dividends applied under a combination of the available dividend options.

If you do not select a dividend option, we will automatically apply any dividend to purchase paid-up additional insurance as the default option:

Available Dividend Options:

- (1) **Cash** – Paid in cash to you.
- (2) **Reduce Premiums** – Used to pay part or all of an annual premium on your policy. This option is only available if you have chosen to pay your premiums annually.
- (3) **Accumulation** – Left with us to accumulate at interest. Your accumulations will earn interest at a rate to be determined by us, but never less than 2%. You can request that we pay you any accumulated dividends at any time.
- (4) **Paid-Up Additional Insurance** – Used to buy paid-up additional insurance on the life of the insured. Your paid-up additional insurance will also be eligible to receive dividends.
- (5) **Policy Loan Payment** – Used to reduce any outstanding indebtedness on your policy.

Any dividends left with us to accumulate at interest and the cash value of any paid-up additional insurance will be paid to you upon surrender of your policy.

Will a dividend be paid at the insured's death?

If we have determined that a dividend would be payable at the end of a policy year in which the insured dies, we will pay a portion of that dividend to the beneficiary. The dividend will be for that part of the policy year during which the insured lived.

May paid-up additions be surrendered?

Yes. You may surrender paid-up additions to cash up to the lesser of the total cash value minus any indebtedness, or the cash value of any paid-up additional insurance.

Beneficiary

To whom will we pay the death proceeds?

When we receive proof satisfactory to us of the insured's death, we will pay the death proceeds of this policy to the beneficiary or beneficiaries named in the application for this policy unless you have changed the beneficiary. In that event, we will pay the death proceeds to the beneficiary named in your last change of beneficiary request as provided below.

What happens if one or all of the beneficiaries dies before the insured?

If a beneficiary dies before the insured's death, that beneficiary's interest in the policy ends with that beneficiary's death. Only those beneficiaries who survive the insured will be eligible to share in the death proceeds. If no beneficiary survives the insured, we will pay the death proceeds of this policy to you, if living, otherwise, to your estate, or to your successor if you are a corporation no longer in existence.

Can you change the beneficiary?

Yes. If you have reserved the right to change the beneficiary, you can request in writing to change the beneficiary. If you have not reserved the right to change the beneficiary, the written consent of the irrevocable beneficiary will be required.

Unless you specify otherwise, your written request to change the beneficiary shall take effect on the date you sign the request. However, if the insured dies before the request has been signed, the request will not be effective as to those death proceeds we have paid before your request was signed.

Payment of Proceeds

When will the policy proceeds be payable?

The proceeds of this policy will be payable if the policy is surrendered or if we receive proof satisfactory to us of the insured's death. These events must occur while the policy is in force. Proof of any claim under this policy must be submitted in writing to our home office. The proceeds will be paid at our home office and in a single sum unless a settlement option has been selected. We will deduct any indebtedness from the proceeds.

Can proceeds be paid in other than a single sum?

Yes. You may request that we pay the proceeds under one of the following settlement options. We may also use any other method of payment that is agreeable to you and us. A settlement option may be selected only if the payments are to be made to a natural person in that person's own right.

The following settlement options are all payable in fixed amounts as are described below.

Option 1 -- Interest Payments

Payment of interest on the proceeds at such times and for a period that is agreeable to you and us. Withdrawal of proceeds may be made in amounts of at least \$500. At the end of the period, any remaining proceeds will be paid in either a single sum or under any other method we approve.

Option 2 -- Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown

in the following table. The monthly payments for any period not shown will be furnished upon request.

Number of Years	Monthly Payments
5	\$17.49
10	9.18
15	6.42
20	5.04
25	4.22

Option 3 -- Life Income

Monthly payments for the life of the person who is to receive the income. We will require satisfactory proof of the person's age and gender. Payments can be guaranteed for 5, 10, or 20 years. The amount of each monthly payment for each \$1,000 of proceeds based on the Annuity 2000 Table and applied under this option is shown in the following table. The monthly payments for any ages not shown will be furnished upon request.

Life Income with Payments Guaranteed for				
Male Age	Life Income	5 Years	10 Years	20 Years
50	\$3.51	\$3.51	\$3.49	\$3.40
55	3.90	3.89	3.86	3.70
60	4.42	4.40	4.34	4.04
65	5.12	5.08	4.95	4.38
70	6.10	6.00	5.70	4.68
75	7.44	7.21	6.57	4.88

Life Income with Payments Guaranteed for				
Female Age	Life Income	5 Years	10 Years	20 Years
50	\$3.27	\$3.26	\$3.26	\$3.21
55	3.60	3.60	3.58	3.49
60	4.04	4.03	4.00	3.83
65	4.63	4.61	4.54	4.20
70	5.46	5.41	5.25	4.56
75	6.66	6.54	6.16	4.83

Option 4 -- Payments of a Specified Amount

Monthly payments of a specified amount until the proceeds and interest are fully paid.

If you request a settlement option, we will prepare an agreement for you to sign, which will state the terms and conditions under which the payments will be made. The interest rate used in the calculation of all settlement options is guaranteed to be no less than 2% annually.

The settlement payments at the time of commencement will not be less than those that would be provided by the application of the surrender value to purchase a single premium immediate annuity contract at purchase rates offered to the same class of annuitants by the company, whether the annuity benefits are payable in fixed or variable amounts or a combination thereof.

Can a beneficiary request payment under a settlement option?

A beneficiary may select a settlement option only after the insured's death. However, you may provide that the beneficiary will not be permitted to change the settlement option you have selected.

Are the proceeds exempt from claims of creditors?

To the extent permitted by law, no payment of proceeds or interest we make will be subject to the claims of any creditors.

Also, if you provide that the option selected cannot be changed after the insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments. If garnishment or any other attachment of the payments is attempted, we will make those payments to a trustee we name. The trustee will apply those payments for the maintenance and support of the person you named to receive the payments.

What guaranteed interest rate will we pay on death proceeds?

We will pay interest on death proceeds at an annual rate which will never be less than 2% per year.

Interest on death proceeds will be at the rate credited to funds left on deposit in effect on the date due proof is received by the company. We will pay interest from the date of the insured's death until the date of payment.

If death proceeds are not paid within 30 days from the date due proof is received, interest from day 30 to the date of payment will be credited at the rate required by Arkansas Code 23-81-118(c).

Policy Values

What is the total cash value of your policy?

The total cash value of your policy, as of the date to which all premiums due have been paid, is the base cash value shown for that date in the Table of Policy Values plus the cash value of any paid-up additional insurance, plus the cash value of any additional agreement. If premiums are paid other than annually, the total cash value and the surrender value for the insurance provided by this policy and any attached agreements will be adjusted proportionally.

The total cash value of your policy within 60 days after the due date of an unpaid premium is the same as on the due date, unless the total cash value has been reduced by the surrender of any cash value after the due date. After that 60-day period, if your policy is continued as extended term or reduced paid-up insurance, the cash value at any time will be the reserve on that insurance. The cash value of any extended term or reduced paid-up insurance which is surrendered within 30 days after a policy anniversary will be at least equal to the cash value of any such extended term or reduced paid-up insurance as of that anniversary.

At your request, we will tell you what the base cash value is for any date not shown in the Table of Policy Values.

Do the values in this policy conform to the minimums required by law?

Yes. The nonforfeiture values for this policy comply with the Interstate Insurance Product Regulation Commission Uniform Standards. A detailed statement showing how those values are determined has been filed with the Interstate Insurance Product Regulation Commission. Cash values and any paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by, or pursuant to, the NAIC Standard Nonforfeiture Law for Life Insurance, Model #808.

What is the basis for the calculations of the nonforfeiture values?

We use the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Sex-Distinct Mortality Tables and an annual interest rate of 4%. However, if the policy was issued as unisex, we use a corresponding unisex mortality table, the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Table B (80% male, 20% female) Mortality Tables. The gender of each insured shown on the policy data pages describes whether the policy was issued as sex-distinct or unisex.

What happens if the premium due on your policy is not paid?

Your policy will lapse if the premium due is not paid before the end of the grace period. If your policy has no surrender value, the insured's life is no longer insured. If your policy has a surrender value, we will apply it to purchase extended term insurance. In addition, you may, within 60 days of the due date of the unpaid premium, request that we purchase reduced paid-up insurance. If the amount of reduced paid-up insurance would be less than \$1,000, we will pay the surrender value plus any dividends left to accumulate at interest to you in cash.

If extended term or reduced paid-up insurance is purchased, it will be effective as of the due date of the unpaid premium and no further premiums will be due. You may reinstate your policy as described in the Premiums provision of this policy.

What is extended term insurance?

It is term insurance that is purchased by applying the surrender value of your policy as a net single premium to buy extended term insurance for the maximum period. The amount of this insurance will be equal to the face amount of your policy, plus the face amount of any additional benefit agreements, plus the face amount of any paid-up additional insurance, less the amount of any indebtedness. At the end of the extended term period all insurance under this policy will terminate, this policy will have no surrender value and we will send you any dividends left to accumulate at interest in cash. Your

policy will not receive any dividends while it is on extended term insurance.

What is reduced paid-up insurance?

It is paid-up insurance that is purchased by applying the surrender value of your policy as a net single premium to buy paid-up insurance for a reduced face amount. This insurance will continue for the insured's lifetime unless you surrender the policy for its remaining value. Reduced paid-up insurance will continue to be eligible for dividends as provided for in the Dividends provision of this policy.

You can change the nonforfeiture option at any time with your written request, as long as your policy is active and not in nonforfeiture status.

Policy Loans

Can you borrow money on your policy?

After the first policy year, you may borrow up to the loan value of your policy. We will require your written request for a policy loan. The policy will be the only security required for your policy loan. The loan value is determined as of the date you signed your request for a policy loan. We will charge interest on your policy loan in arrears.

We have the right to postpone your policy loan for up to six months. We cannot do so if the policy loan is to be used to pay premiums on any policies you have with us.

What is the loan value of your policy?

The loan value of your policy is its total cash value, minus any indebtedness. The total cash value will be determined as of the date to which your premiums are paid on this policy, but not beyond the next policy anniversary.

Can you arrange for automatic premium loans to keep your policy in force?

Yes. If you asked for this service in your application, or if you write us and ask for this service after your policy has been issued, we will make automatic premium loans. You can also write to us at any time and tell us you do not want this service.

If you have this service and you have not paid the premium that is due before the end of the grace period, we will make a policy loan to pay the amount of premium due.

If there is not enough loan value to pay the full premium due, we will make a policy loan for the maximum premium loan amount available. There must be enough loan value to pay at least a quarterly premium. If the loan value is not enough to pay at least a quarterly premium, your policy will lapse.

What is the policy loan interest rate?

The policy loan interest rate is shown on the policy data pages.

When is policy loan interest due and payable?

Policy loan interest is due on a policy loan transaction, on each policy anniversary, on surrender or lapse of the policy and on the date of the insured's death. If you do not pay the interest on your policy loan in cash, your policy loan will be increased by an additional policy loan in the amount of the unpaid interest. It will then be charged the same rate of interest as your policy loan.

How and when can you repay your policy loan?

If your policy is in force, your policy loan can be repaid in part or in full at any time before the insured's death. Your policy loan may also be repaid within 60 days after the date of the insured's death if we have not paid any of the benefits under this policy. Any policy loan payment must be at least \$100 unless the balance due is less than \$100.

What happens if you do not repay your policy loan?

Your policy will remain in force unless the indebtedness exceeds the total cash value of your policy. If the indebtedness exceeds the total cash value of your policy, your policy will lapse.

To prevent your policy from lapsing, you will have to make a policy loan payment. We will notify you 61 days in advance of our intent to lapse the policy and the policy loan payment required to keep it in force. The time for payment will be within 61 days after our mailing of the notice.

Surrender

May the policy be surrendered?

Yes. You may request to surrender your policy in full at any time before the death of the insured. Also, if there are any dividends left with us to accumulate at interest, we will pay that amount upon surrender.

What is the surrender value of your policy?

The surrender value of your policy is the total cash value on the date of the surrender, less any indebtedness on that date. You may request your surrender value at any time.

How do you surrender your policy?

Send us your policy and a written request to surrender it for its surrender value on the date of surrender. Instead of payment in a single sum, you may request that your surrender value be used to provide extended term or reduced paid-up insurance.

May policy payments be deferred?

Yes. We reserve the right to defer policy payments for up to six months from the date of your written request. If we postpone our payment for more than 31 days following the date you signed your request, we will pay you interest at 2% per year for the period during which payment is postponed.

What if the insured dies after you request a surrender?

If the insured dies after we receive your surrender request, we will pay the surrender value to you or your estate; we will not pay a death benefit to the beneficiary.

Are there restrictions on the amount of paid-up additional insurance you can surrender?

Unless you have specified otherwise in writing, if a requested surrender of paid-up additional insurance would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

In what order will we surrender paid-up additional insurance?

We will first surrender paid-up additional insurance purchased by the Single Premium Paid-Up Additional Insurance Agreement, then the insurance purchased by dividends and finally the insurance purchased by the Additional Insurance Agreement.

Additional Information

Can you assign your policy?

Your policy may be assigned. The assignment must be in writing and filed with us at our home office and unless you specify otherwise, shall take effect on the date you sign the notice of assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any proceeds which become payable to the assignee will be payable in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of that interest.

What if the age or gender of the insured is misstated?

If the age or gender of the insured has been misstated, the amount of proceeds payable under this policy or any agreement attached to this policy, will be that amount which the premiums paid would have purchased based upon the insured's correct age and gender.

When does your policy become incontestable?

After this policy has been in force during the lifetime of the insured for two years from the policy date, we cannot contest this policy, except for the nonpayment of premiums or fraud, except for those states where fraud is not allowed as a reason to contest.

However, if there has been a policy change or reinstatement for which we required evidence of insurability, that policy change or reinstatement will be contestable for two years during the lifetime of the insured, from the effective date of the policy change or reinstatement.

Is there a suicide exclusion?

Yes. If the insured, whether sane or insane, dies by suicide within two years of the policy date, our liability will be limited to an amount equal to the premiums paid for this policy less any policy loan and unpaid policy loan interest.

If there has been a policy change for which we required evidence of insurability, and if the insured dies by suicide within two years from the effective date of the policy change, our liability with respect to the policy change will be limited to an amount equal to the portion of the premiums paid for that policy change.

What if this policy is issued without evidence of insurability?

If this policy is issued without evidence of insurability, either as a conversion from a policy we previously issued or under the provisions of an additional insurance agreement, the contestable and suicide periods will be measured from the effective date of the preceding policy or agreement.

SECURE WHOLE LIFE POLICY

Face Amount payable at death

Premiums paid to anniversary nearest age 100

Participating

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual holding company. You are a member of the Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

MINNESOTA LIFE

Guaranteed Insurability Option with Waiver Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement guarantees you the option to purchase an additional policy on the insured's life without providing additional evidence of insurability. This additional policy will be issued at the insured's attained age and underwriting class for this policy at the time an option is exercised. This additional policy may be purchased on each regular option date shown on the policy data pages. You must exercise this option within the 31-day period immediately before, or the 31-day period immediately after, a regular option date. If you do not exercise this option within this 62-day period, you will lose the right to purchase without evidence of insurability an additional policy at this option date.

Are there alternate option dates?

Yes. An alternate option date will be available on the date of:

- (1) the insured's lawful marriage or legal partnership; or
- (2) the birth of the insured's live child; or
- (3) the legal adoption of a child by the insured.

These alternate option dates are not in addition to the regular option dates provided by this agreement. If an alternate option date is elected, it will replace the regular option date then currently available. If there is no regular option date then currently available, it will replace the next available regular option date not previously replaced. When all future regular option dates are so replaced, this agreement will terminate.

Multiple births resulting from the same pregnancy and multiple adoptions resulting from the same adoption proceeding will be considered as one birth or one adoption.

You must furnish proof satisfactory to us of the occurrence of an alternate option date within 90 days after the occurrence. You must also exercise your right to purchase this additional policy within this 90-day period.

What is the cost for this agreement?

The premium for this agreement is shown on the policy data pages. If this agreement terminates, the total annual premium for this policy will be reduced by the premium amount shown for this agreement on the policy data pages.

Will this agreement increase your policy values or policy dividends?

No. This agreement will not increase the policy values of this policy nor will it increase policy dividends. This agreement does not have cash values, loan values or nonforfeiture values.

What must you do to exercise an option?

You must notify us in writing that you are exercising your option to purchase an additional policy. Also you must pay the first premium due on your additional policy. Your written request and additional premium payment must be sent within the 62-day period allowed for regular option dates or within the 90-day period allowed for alternate option dates.

What will be the face amount of the new policy?

The maximum face amount of any new policy purchased on any option date provided by this agreement is shown on the policy data pages.

Will evidence of insurability be required?

Evidence of insurability satisfactory to us will not be required of the insured for any new policy purchased as a result of exercising an option.

If this policy has the Waiver of Premium Agreement on it, the new policy will also have the Waiver of Premium Agreement on it without providing additional evidence of insurability for that agreement.

However, if the new policy is to contain any other additional agreements or the face amount of the new policy is to be higher than the maximum face amount provided by this agreement, evidence of insurability satisfactory to us will be required.

When will the new policy be effective?

If you exercise your option to purchase an additional policy, that new policy will be effective on the regular or alternate option date used. However, your request to purchase an additional policy must be signed during the lifetime of the insured to be effective. When we receive your written request to purchase an additional policy along with the premium for that policy, we will issue the new policy. The new policy will show the premium and policy values for that policy.

When does the new policy become incontestable?

The contestable and suicide period for any new policy will be measured from the original policy date of this policy. However, if evidence of insurability was required for the new policy, the contestable and suicide period will be measured from the policy date of the new policy.

What if the insured is totally disabled on any option date?

If this policy contains a waiver of premium agreement, and if the insured is totally disabled as defined in that agreement on any available option date and has qualified, or subsequently qualifies, for those disability benefits retroactive through the option date, the new policy will be placed in effect.

We must receive written notice of disability at our home office while the insured is living and totally disabled and within one year after the regular option date before this provision will be effective. However, failure to give that notice within the time provided will not invalidate a claim if it is shown that notice was given as soon as reasonably possible.

We will waive the premium of the new policy only while the insured remains disabled and continues to qualify for the waiver of premium benefit.

What happens if the insured dies after a request to exercise an option date?

If the insured dies after a request to exercise an option but before that actual option date, the new policy will not be applied for nor issued. Any premiums paid for that policy will be refunded.

When will this agreement terminate?

This agreement will terminate on:

- (1) the date any premium due for this policy remains unpaid at the end of the grace period; or
- (2) the date the last possible option date is past; or
- (3) the policy anniversary nearest the insured's 40th birthday; or
- (4) the date when all regular option dates have been replaced by alternate option dates; or
- (5) the date this policy is surrendered, lapsed or otherwise terminates; or
- (6) the date we receive your written request to cancel this agreement; or
- (7) the date of the insured's death.

Can this agreement be reinstated?

Yes. This agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) your request to reinstate is made prior to the policy anniversary nearest the insured's 40th birthday; and
- (4) at least one of the regular or alternate option dates is still available.

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Dennis E. Fashley

Secretary

Robert L. Lamber

President]

Guaranteed Insurability Option Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement guarantees you the option to purchase an additional policy on the insured's life without providing additional evidence of insurability. This additional policy will be issued at the insured's attained age and underwriting class for this policy at the time an option is exercised. This additional policy may be purchased on each regular option date shown on the policy data pages. You must exercise this option within the 31-day period immediately before, or the 31-day period immediately after, a regular option date. If you do not exercise this option within this 62-day period, you will lose the right to purchase without evidence of insurability an additional policy at this option date.

Are there alternate option dates?

Yes. An alternate option date will be available on the date of:

- (1) the insured's lawful marriage or legal partnership; or
- (2) the birth of the insured's live child; or
- (3) the legal adoption of a child by the insured.

These alternate option dates are not in addition to the regular option dates provided by this agreement. If an alternate option date is elected, it will replace the regular option date then currently available. If there is no regular option date then currently available, it will replace the next available regular option date not previously replaced. When all future regular option dates are so replaced, this agreement will terminate.

Multiple births resulting from the same pregnancy and multiple adoptions resulting from the same adoption proceeding will be considered as one birth or one adoption.

You must furnish proof satisfactory to us of the occurrence of an alternate option date within 90 days after the occurrence. You must also exercise your right to purchase this additional policy within this 90-day period.

What is the cost for this agreement?

The premium for this agreement is shown on the policy data pages. If this agreement terminates, the total annual premium for this policy will be reduced by the premium amount shown for this agreement on the policy data pages.

Will this agreement increase your policy values or policy dividends?

No. This agreement will not increase the policy values of this policy nor will it increase policy dividends. This agreement does not have cash values, loan values or nonforfeiture values.

What must you do to exercise an option?

You must notify us in writing that you are exercising your option to purchase an additional policy. Also you must pay the first premium due on your additional policy. Your written request and additional premium payment must be sent within the 62-day period allowed for regular option dates or within the 90-day period allowed for alternate option dates.

What will be the face amount of the new policy?

The maximum face amount of any new policy purchased on any option date provided by this agreement is shown on the policy data pages.

Will evidence of insurability be required?

Evidence of insurability satisfactory to us will not be required of the insured for any new policy purchased as a result of exercising an option.

However, if the new policy is to contain any additional agreements or the face amount of the new policy is to be higher than the maximum face amount provided by this agreement, evidence of insurability satisfactory to us will be required.

When will the new policy be effective?

If you exercise your option to purchase an additional policy, that new policy will be effective on the regular or alternate option date used. However, your request to purchase an additional policy must be signed during the lifetime of the insured to be effective. When we receive your written request to purchase an additional policy along with the premium for that policy, we will issue the new policy. The new policy will show the premium and policy values for that policy.

When does the new policy become incontestable?

The contestable and suicide period for any new policy will be measured from the original policy date of this policy. However, if evidence of insurability was required for the new policy, the contestable and suicide period will be measured from the policy date of the new policy.

What if the insured is totally disabled on any option date?

If the insured is totally disabled on an option date, you may exercise an option. However, the new policy will not have the Waiver of Premium Agreement attached nor will the premium for the new policy be waived.

What happens if the insured dies after a request to exercise an option date?

If the insured dies after a request to exercise an option but before that actual option date, the new policy will not be applied for nor issued. Any premiums paid for that policy will be refunded.

When will this agreement terminate?

This agreement will terminate on:

- (1) the date any premium due for this policy remains unpaid at the end of the grace period; or
- (2) the date the last possible option date is past; or
- (3) the policy anniversary nearest the insured's 40th birthday; or
- (4) the date when all regular option dates have been replaced by alternate option dates; or
- (5) the date this policy is surrendered, lapsed or otherwise terminates; or
- (6) the date we receive your written request to cancel this agreement; or
- (7) the date of the insured's death.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) your request to reinstate is made prior to the policy anniversary nearest the insured's 40th birthday; and
- (4) at least one of the regular or alternate option dates is still available.

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Dennis E. Erdman

Secretary

Robert L. Lankin

President]

Children's Term Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides the death benefit shown for this agreement on the policy data pages when we receive proof satisfactory to us that an insured child died while this agreement is in force. In this agreement, "insured" means the person insured under the policy; "insured child" means any natural child, step-child, or legally adopted child of the insured, who is at least 14 days old, and who:

- (1) is named in the application for this agreement and on the date of that application has not attained his or her 18th birthday; or
- (2) is born to the insured after the date of that application; or
- (3) is legally adopted by the insured after the date of that application but before the child's 18th birthday.

The insurance on each insured child is level term insurance which expires on the first policy anniversary on or after that child's 25th birthday. The amount of life insurance on each insured child is shown on the policy data pages.

What is the charge for this agreement?

The premium for this agreement is shown on the policy data pages. Premiums for this agreement must be paid until:

- (1) the first policy anniversary on or after the youngest insured child's 25th birthday; or
- (2) the death of the last surviving insured child; or
- (3) the death of the insured.

If the insured dies before this agreement terminates, the insurance provided by this agreement will continue for the remainder of its term without further premium due.

Who will receive the proceeds from this agreement?

We will pay the death benefit to the beneficiary designated for this agreement, if living; otherwise to the insured if living; otherwise to the spouse, or legal partner, of the insured, if living; otherwise to the living person or persons then insured under this agreement, equally if more than one, or if none, the estate of the person at whose death payment is to be made.

Who will control this agreement at the insured's death?

If the insured is the owner, at the death of the insured, the legal spouse or partner of the insured will have complete control of this agreement. At the death of the spouse or legal partner, or if the insured has no spouse or legal partner, all rights will vest in each insured child with respect to the insurance then in force under this agreement on the life of each insured child.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement shown on the policy data pages.

Can this insurance be converted to a new policy?

Upon termination of the insurance on an insured child, you may convert that insurance without evidence of insurability to a new policy on that child. We must receive the application for the new policy and payment of the first premium at our home office before 31 days after the insurance terminates. The insured child must be living on the date of conversion.

The new policy must be on a single life permanent policy which we then offer. Also, the new policy must be within the issue and amount limits for the new policy. It will be issued as of the date of termination at the underwriting class then used for the insured child's age on that date.

If the insurance on an insured child is converted prior to the first policy anniversary on or after the child's 25th birthday, the amount of the new policy may not exceed the amount of insurance on that child. If the insurance on an insured child is converted within 31 days of the first policy anniversary on or after the child's 25th birthday, the amount of the new policy may not exceed 5 times the amount of insurance on that child.

We will not require satisfactory evidence of insurability on the insured child unless the new policy is to contain an additional agreement. However, if this policy contains a waiver agreement, a waiver agreement may be included in the new policy without evidence of insurability. The waiver agreement will not cover any disability of the insured child commencing before the policy date of the new policy.

When does this agreement terminate?

This agreement will terminate on:

- (1) the date this policy is surrendered, lapsed or otherwise terminates; or
- (2) the date we receive a written request to cancel this agreement; or
- (3) the first policy anniversary on or after the youngest insured child's age 25; or
- (4) the date of death of the last surviving insured child.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) we receive evidence of insurability for all persons then eligible for insurance under this agreement.

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Dennis E. Fiedler

Secretary

Robert L. Lamber

President]

Exchange of Insureds Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides for the exchange of the insured on this policy for the life of a substitute insured whom you designate, subject to the following conditions:

- (1) this policy and agreement must be in force; and
- (2) you must have an insurable interest in the life of the substitute insured; and
- (3) we must receive an application for the insured exchange signed by you and the substitute insured; and
- (4) you must provide evidence of insurability on the substitute insured which is satisfactory to us.

When will the exchanged policy become effective?

Coverage on the substitute insured will become effective on the policy change date shown on the policy data pages only if the current insured under this policy is then living. The coverage on the current insured will terminate at the end of the day prior to the date of the exchange.

Is evidence of insurability required?

Yes. The exchange of insureds is subject to evidence of insurability on the substitute insured which is satisfactory to us.

What will be the face amount of the exchanged policy?

The face amount of the exchanged policy may not exceed the greater of:

- (1) the face amount of this policy; or
- (2) a face amount which requires a reserve equal to the reserve of this policy on the date of the exchange, subject to our underwriting limits on that date.

What policy form will be available?

The exchanged policy will be on the same policy form as this policy. If on the date of exchange we are not issuing this policy form, the exchanged policy will be on a similar life policy form we then use. The exchanged policy will have the same policy number as this policy.

What will be the premium rate for the exchanged policy?

Premiums will be based on the gender, underwriting class and the age of the substitute insured on his or her birthday nearest the policy date of the exchanged policy.

What will be the cost of the exchange?

If on the date of the policy exchange, this policy has been in force for two years or less, the cost of the exchange will be the difference between the total premiums you have paid on this policy and the total premiums you would have paid under the exchanged policy. If on the date of the policy exchange, this policy has been in force more than two years, the cost will be the difference, increased by 5%, between the cash value of this policy and the cash value of the exchanged policy on the date of the exchange.

If the exchange results in a decrease in both the policy reserve and the cash value, there will be an exchange credit equal to whichever decrease is smaller. Any exchange credit will be applied first to repay policy loans in excess of the loan value of the exchanged policy. Any remaining exchange credit will be paid in cash.

What will be the policy date of the exchanged policy?

The policy date of the exchanged policy will be the same as the policy date of this policy. If the substitute insured was not born on the policy date of this policy, the policy date of the exchanged policy will be the policy anniversary which follows the substitute insured's date of birth.

What if this policy has an outstanding policy loan?

The exchanged policy will be subject to any outstanding policy loans on this policy on the date of the exchange.

What if this policy is assigned?

The exchanged policy will be subject to any outstanding assignment on file at our home office on the date of the exchange. The exchange will require written consent of the assignee.

Who will be the beneficiary?

The exchanged policy will have the same beneficiary as this policy, unless you request another beneficiary. If you have designated an irrevocable beneficiary on this policy, the written consent of that beneficiary will be required for any policy exchange and for any beneficiary change.

Can additional agreements be added to the exchanged policy?

Additional agreements may be attached to the exchanged policy, subject to evidence of insurability satisfactory to us.

What about paid-up additional insurance?

Any paid-up additional insurance in force on this policy at the time of the exchange will be surrendered. The cash value from that insurance will be used to purchase paid-up additional insurance on the exchanged policy. We will use the gender, underwriting classification and age of the substitute insured on his or her birthday nearest the policy change date of the exchanged policy to determine the amount of paid-up additional insurance.

Will this agreement increase your policy values or policy dividends?

No. This agreement will not increase the policy values of this policy nor will it increase policy dividends.

What is the premium for this agreement?

There is no premium for this agreement.

Is this agreement subject to the suicide and incontestable provisions of the policy?

Yes. Those policy provisions apply to this agreement. The suicide and contestable periods for the exchanged policy will be measured from the policy change date of the exchange and not from the policy date.

If the substitute insured, whether sane or insane, dies by suicide, within two years from the effective date of the policy change date, our liability under the exchanged policy will be limited to premiums paid for the exchanged policy.

After the exchanged policy has been in force during the substitute insured's lifetime for two years from the effective date of the policy change date, we cannot contest the exchanged policy, except for the nonpayment of premiums.

When will this agreement terminate?

This agreement will terminate on the date:

- (1) any premium due for this policy remains unpaid at the end of the grace period; or
- (2) this policy is surrendered, lapsed, or otherwise terminates; or
- (3) we receive your request to cancel this agreement; or
- (4) the insured under this policy is exchanged under the provisions of this agreement; or
- (5) of the insured's death.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you.

[
Dennis E. Fiedler
Secretary

Robert L. Lamb
President]

Waiver of Premium Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides for the waiver of the total annual premium on this policy if the insured becomes totally and permanently disabled. You will not be required to pay any premium that falls due while the insured is totally and permanently disabled. To qualify, you must give us timely notice and evidence satisfactory to us that the insured's total disability:

- (1) commenced while this policy and agreement were in force; and
- (2) commenced after the policy anniversary nearest the insured's age 18 but before the policy anniversary nearest the insured's age 60; and
- (3) was continuous for six months or more; and
- (4) did not result directly from any act of war, declared or undeclared; and
- (5) was not the result of the use of alcohol or drugs and associated mental health issues, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; and
- (6) was not the direct result of a motor vehicle collision or accident where the insured is the operator of the motor vehicle and his or her blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of the outcome of any legal proceedings connected thereto.

What is "total" disability?

Total disability is a disability resulting from an accidental injury or a disease that requires the care of a licensed physician and continuously prevents the insured from engaging in an occupation. During the first 24 months of total disability "occupation" means the insured's substantial and material duties of their regular occupation. After 24 months it means any occupation for which the insured is reasonably fitted by education, training or experience.

Also, the insured's total and irrecoverable loss of:

- (1) the sight of both eyes, or
- (2) the use of both hands, or
- (3) the use of both feet, or
- (4) the use of one hand and one foot, or
- (5) hearing or speech,

will be considered total disability even if the insured engages in an occupation.

What is "permanent" disability?

Total disability will be considered permanent only after it has existed continuously for at least six months. To avoid policy lapse prior to our waiving premiums, you must continue to pay premiums during those six months or until we approve the claim, whichever is later.

What premium will be waived?

We will waive the total annual premium for your policy. All additional agreements attached to the policy at the time the disability is approved will continue in force.

How long will we waive premiums?

As long as the insured remains disabled, we will waive the total annual premium to the earlier of the date of the insured's recovery or the anniversary nearest the insured's age 100.

On what basis will premiums be waived or refunded?

We will waive or refund premiums according to the frequency of premium payment that was in effect on this policy on the date the insured's total disability commenced.

We will refund premiums paid from the date total disability commenced to the date the insured's claim is approved based on the frequency of premium payment in effect on the date total disability commenced. We will not refund any premium paid more than six months before we were notified of the claim.

Premiums waived by us will not be deducted from the policy proceeds.

What if the insured recovers from the disability?

We will no longer waive any premiums on this policy due after the insured recovers.

What if the insured is disabled on the termination date of this agreement?

If the insured's disability commenced prior to the anniversary nearest the insured's age 60 and is still disabled on that anniversary, we will continue to waive premiums until the insured recovers, or until this policy lapses or becomes paid up, whichever is earlier.

Are there any limitations?

We will not waive or refund any premium if the insured's total disability results directly from an act of war while the insured is serving in the military, naval or air forces of any country at war, declared or undeclared, provided the insured's accidental death occurs while serving in such

forces or within six months after termination of service in such forces.

When must we be notified?

We must receive written notice of the insured's total disability at our home office:

- (1) while the insured is living and totally disabled; and
- (2) not later than one year after the termination of this agreement; and
- (3) within one year after the due date of the premium that you request us to waive or refund.

However, the failure to give this notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

What proof will be required?

You must furnish proof satisfactory to us that the insured is totally and permanently disabled as defined in this agreement before we will waive or refund any premiums. We will from time to time also require additional proof satisfactory to us that the insured continues to be totally and permanently disabled. We may also require the insured to submit to one or more physical examinations at our expense. However, we will not require a physical examination more frequently than once a year if the total disability has continued for two years.

What if this policy lapses?

If this policy lapses before we receive notice of the insured's total disability, premiums will be waived or refunded only if the notice is received within one year after the date of the lapse. Also, the total disability must have commenced prior to the date of lapse.

What is the cost?

The annual premium for this agreement is shown on the policy data pages. If this agreement terminates, the total annual premium for this policy will be reduced by the amount shown. The cost of this agreement will change if additional agreements on this policy are added or removed.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement.

If this agreement is issued at a date later than this policy, then this agreement will be contestable but only as to the evidence of insurability which we required to issue this agreement.

When will this agreement terminate?

This agreement will terminate on:

- (1) the date any premium due for this policy remains unpaid at the end of the grace period; or
- (2) the date this policy is surrendered, lapsed, or otherwise terminates; or
- (3) the date we receive your written request to cancel this agreement; or
- (4) the policy anniversary nearest the insured's 60th birthday.

Can this agreement be reinstated?

Yes. This agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) the policy has not yet reached its anniversary nearest the insured's 60th birthday.

[
Devin E. Erdelyi

Secretary

Robert L. Lublin

President]

Accidental Death Benefit Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides the accidental death benefit amount shown on the policy data pages which will be paid to the beneficiary. Before we can pay this amount we must receive proof satisfactory to us that the insured died as the result of an accidental injury.

If the accidental injury which leads to the insured's death is sustained while the insured was riding as a fare-paying passenger in an aircraft or other public conveyance then being commercially operated by a licensed common carrier to transport passengers for hire, we will pay twice the amount of the accidental death benefit shown on the policy data pages.

What does death by accidental injury mean?

Death by accidental injury as used in this agreement means that the insured's death results directly and independently of all other causes from an accidental drowning or from an accidental injury which was unintended, unexpected and unforeseen.

The accidental injury must occur while this agreement is in force. The insured's death must also occur within 180 days after the date of the injury. In no event will we pay the accidental death benefit where the insured's death results from, or is caused by, any of the following:

- (1) suicide, whether sane or insane; or
- (2) the insured's commission of, or attempt to commit, a felony; or
- (3) bodily or mental infirmity, illness or disease; or
- (4) the result of the use of alcohol or drugs and associated mental health issues, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- (5) the direct result of a motor vehicle collision or accident where the insured is the operator of the motor vehicle and his or her blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of the outcome of any legal proceedings connected thereto; or
- (6) bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or

- (7) travel or flight in, or descent from or with any aircraft, if the insured is aboard that aircraft for any purpose other than that of being transported as a passenger. Among those not included as "passengers" are pilots, crew members, flight instructors, flight trainees, and persons operating or assisting in the operation of the aircraft; or
- (8) war or any act of war, or service in the military, naval or air forces of any country at war, declared or undeclared, provided the insured's accidental death occurs while serving in such forces or within six months after termination of service in such forces.

We reserve the right to request an autopsy, at our expense, unless prohibited by law.

What is the cost for this agreement?

The annual premium for this agreement is shown on the policy data pages. If this agreement terminates, the total annual premium for this policy will be reduced by the amount of the annual premium for this agreement.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement.

If this agreement is issued at a date later than this policy, then this agreement will be contestable but only as to the evidence of insurability which we required to issue this agreement.

Will this agreement increase your policy values or policy dividends?

No. This agreement will not increase the policy values of this policy, nor will it increase policy dividends.

When will this agreement terminate?

This agreement will terminate on the earliest of:

- (1) the date any premium due for this policy remains unpaid at the end of the grace period; or
- (2) the date this policy is surrendered, lapsed, or otherwise terminates; or
- (3) the date we receive your written request to cancel this agreement; or
- (4) the policy anniversary nearest the insured's 70th birthday.

Can this agreement be reinstated?

Yes. This agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) your written request is received prior to the anniversary nearest the insured's 70th birthday.

[*Dennis E. Furlong*

Secretary

Robert L. Lumb

President]

Additional Insurance Agreement (AIA)

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides a combination of paid-up additional insurance and one-year term insurance on the life of the insured. We will combine this insurance as described below to try to match the AIA Target Insurance Amount shown on the policy data pages.

What is the amount of insurance purchased by this agreement?

At each anniversary, we will first determine the amount of existing paid-up additional insurance purchased by this agreement and any paid-up additional insurance purchased with dividends.

We will then compare the total of the paid-up additional insurance amount from above with the AIA Target Insurance Amount. The difference is the amount of insurance we will try to purchase under this agreement.

What is the premium for this agreement?

The premium for this agreement is shown on the policy data pages. The premium for this agreement will be determined at issue, remain level and cannot be changed.

How will the annual net premium for this agreement be applied?

We will apply the annual premium (minus the premium load shown on the policy data pages) for this agreement as a net single premium to purchase a combination of one-year term insurance and paid-up additional insurance. The amount of the one-year term insurance and the amount of paid-up additional insurance will vary depending on the amount of the net single premium, the insured's attained age, underwriting class and the AIA Target Insurance Amount.

Will the total of the paid-up additional insurance purchased by this agreement and by dividends plus the one-year term insurance purchased by this agreement always equal the AIA Target Insurance Amount?

No. It is possible that the entire AIA premium may be applied to purchase one-year term insurance. In that case, the total insurance provided by the paid-up

additional insurance purchased by this agreement and by dividends, plus the one-year term insurance would be less than the AIA Target Insurance Amount.

It is also possible that the entire AIA premium may be applied to purchase paid-up additional insurance. In that case, the total insurance provided by the paid-up additional insurance purchased by this agreement and by dividends will exceed the AIA Target Insurance Amount.

What is the cost of the additional insurance?

For the term insurance, we will determine annually the single premium per thousand dollars of term insurance. The single premium rate will never be greater than the net single premium per thousand dollars of term insurance as computed on the Commissioners 2001 Standard Ordinary Mortality Tables with 4 percent interest at the insured's attained age and with the underwriting classification of the insured at the date the one-year term insurance is purchased.

For the paid-up additional insurance, the net single premium per thousand dollars of insurance will be determined using the Commissioners 2001 Standard Ordinary Mortality Tables with 4 percent interest at the insured's attained age and with the underwriting classification of the insured as of the policy date.

When is the additional insurance purchased by this agreement effective?

When we receive the initial premium for this agreement, the insurance purchased by this agreement will be effective as of the policy date. At each policy anniversary, the newly purchased one-year term and paid-up additional insurance will be effective as of that policy anniversary date.

Will the paid-up additional insurance affect your policy values and dividends?

Yes. The paid-up additional insurance will increase the policy values of this policy, and will increase the dividends you are eligible to receive.

How will this agreement affect the policy death benefit?

If any insurance is in force under this agreement on the date of the insured's death, the amount of that insurance will be added to and become part of the proceeds payable to the beneficiary under the policy.

What happens if you terminate this agreement?

You may only terminate this agreement on a policy anniversary. The paid-up additional insurance purchased by this agreement will remain in force. The one-year term insurance purchased by this agreement will terminate on the same anniversary.

Can you surrender the one-year term insurance?

No.

Can you surrender the paid-up additional insurance purchased by this agreement?

Yes. The surrender value of any paid-up additional insurance purchased by this agreement will equal the lesser of the cash value of the paid-up additional insurance from this agreement or the loan value of the policy.

Does the surrender of paid-up additional insurance affect the AIA Target Insurance Amount?

Yes. Any surrender of paid-up additional insurance purchased by either this agreement or by dividends will reduce the AIA Target Insurance Amount by the cash value of the surrendered paid-up additional insurance.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods as stated in the policy will be measured from the effective date of this agreement shown on the policy data pages.

When will the life insurance provided by this agreement terminate?

The paid-up additional insurance will terminate on the earlier of:

- (1) the date we receive your written request to surrender the paid-up additional insurance; or
- (2) the date the policy is surrendered, lapsed or otherwise terminates.

The one-year term insurance will terminate on the earlier of:

- (1) the last day of the policy year for which the insurance was purchased; or
- (2) the date this agreement is terminated.

When will this agreement terminate?

This agreement will terminate on the earliest of:

- (1) the anniversary on or after the date the dividend option on this policy is changed from purchasing paid-up additional insurance; or
- (2) the date the premium due for this policy remains unpaid at the end of the grace period; or
- (3) the date this policy is surrendered, lapsed, or otherwise terminates; or
- (4) the anniversary on or after the date we receive your written request to cancel this agreement; or
- (5) the policy anniversary nearest the insured's age 100; or
- (6) the death of the insured.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions.

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you.

[

Dennis E. Fiedler

Secretary

Robert L. Lamber

President]

Single Premium Paid-Up Additional Insurance Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the date shown on the policy data pages.

What does this agreement provide?

This agreement provides an option to purchase paid-up additional insurance on the life of the insured. This insurance will be paid as part of the policy proceeds after the insured's death.

On the policy date and at each policy anniversary you may pay us a single amount of additional premium. We will determine the amount of paid-up additional insurance that premium will purchase subject to our receipt of evidence of insurability satisfactory to us.

This insurance will continue without additional premium payments until the earlier of:

- (1) the date of the insured's death; or
- (2) the date the policy is surrendered, lapsed, or otherwise terminates; or
- (3) until the date you surrender the paid-up additional insurance for its cash surrender value.

When can you send us a single amount of additional premium?

If you wish to pay a single amount of additional premium for the purchase of paid-up additional insurance, you may do so. You may only send us one single amount of additional premium per policy year.

If you send us a single amount of additional premium with your initial premium, the paid-up additional insurance purchased will be effective as of the policy date.

You may also send us your single amount of additional premium within 31 days before or after a policy anniversary date. The paid-up additional insurance purchased will be effective as of that anniversary date.

If your single amount of additional premium is not received with your initial premium or if it is received outside the 62-day period surrounding an anniversary, we will return that additional premium to you.

Any amount of additional premium you send us that cannot be applied to buy paid-up additional insurance will be refunded to you within 30 days of our underwriting determination.

How will the premium for the paid-up additional insurance be applied?

We will apply the additional premium (minus a premium load as shown on the policy data pages) for the paid-up additional insurance as a net single premium computed using the Commissioners 2001 Standard Ordinary Mortality Tables and an annual interest rate of 4 percent interest. We will apply that net single premium at the attained age of the insured using the underwriting classification of the insured as of the policy date.

What is the cost of this agreement?

There is no cost for this agreement.

How does this agreement affect the policy death benefit?

Any paid-up additional insurance purchased by this agreement which is in force on the date of the insured's death will be added to and become part of the death proceeds payable to the beneficiary under the policy.

Will the paid-up additional insurance affect your policy values and dividends?

Yes. The paid-up additional insurance will increase the policy values of this policy, and will increase the dividends you are eligible to receive.

Can you surrender the paid-up additional insurance?

Yes. The surrender value of any paid-up additional insurance purchased by this agreement will equal the lesser of the cash value of the paid-up additional insurance purchased by this agreement or the loan value of the policy. Any paid-up additional insurance that is surrendered will reduce the policy death proceeds.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of each purchase of paid-up additional insurance for which we required evidence of insurability.

When will this agreement terminate?

This agreement will terminate on the date:

- (1) any premium due for this policy remains unpaid at the end of the grace period; or
- (2) this policy is surrendered, lapsed or otherwise terminates; or
- (3) your policy reaches the anniversary nearest the insured's 90th birthday; or
- (4) we receive your written request to cancel this agreement; or
- (5) of the insured's death.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you; and
- (3) your written request is received prior to the anniversary nearest the insured's 90th birthday.

[

Dennis E. Finkelstein

Secretary

Robert L. Lublin

President]

Amendment

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

Your policy has been amended.

The following provisions are changed according to the tax qualified plan provisions under the Internal Revenue Code of 1986 as amended; Sections 401, 411, and 417. They are changed for the intent to have this policy qualify under the tax code. You (the owner) of this policy are responsible for compliance with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent tax penalties.

The paragraph and schedule "Option 3 – Life Income" in the "Payment of Proceeds" section is amended to read as follows:

Option 3 – Life Income

Monthly payments for the life of the person who is to receive income. We will require satisfactory proof of the person's age. Payments can be guaranteed for 5, 10, or 20 years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown in the following table. The monthly payments for any ages not shown will be furnished upon request.

<u>Age</u>	<u>Life Income</u>	<u>Life Income with Payments Guaranteed for</u>		
		<u>5 Years</u>	<u>10 Years</u>	<u>20 Years</u>
50	\$3.27	\$3.26	\$3.26	\$3.21
55	3.60	3.60	3.58	4.49
60	4.04	4.03	4.00	4.83
65	4.63	4.61	4.54	4.20
70	5.46	5.41	5.25	4.56
75	6.66	6.54	6.16	4.83

If, at the time this option is elected, a greater amount of income can be provided by applying the policy proceeds at our then current settlement option rates, we will use the more favorable current rates.

The question "What if the insured's age or gender is misstated?" in the "Additional Information" section is amended to read as follows:

What if the insured's age is misstated?

If the insured's age has been misstated, we will adjust the amount of death benefit payable under this policy, or any agreement attached to this policy, to that amount which the premiums paid would have purchased at the insured's correct age.

If, at the time this option is elected, a greater amount of income can be provided by applying the policy death benefit at our then current settlement option rates, we will use the more favorable current rates.



Secretary



President]

Family Term Agreement - Child/Additional Insured Agreement/ Children's Term Agreement Application

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Are you applying for:

- ☐ Family Term Agreement - Child?
☐ Children's Term Agreement?
☐ Additional Insured Agreement? (Only available on existing Adjustable 3-89 contracts)

Children age 17 and younger may be added to the Family Term Agreement - Child or Children's Term Agreement. Children as defined in the policy are covered from age 14 days to 25 years.

Is this application to be a part of:

- ☐ Pending application?
☐ Existing policy?

If part of an existing policy:

- ☐ Increase premium to reflect the cost of the added agreements.
☐ Do not increase premium:
☐ Reduce base plan of insurance.
☐ Decrease face amount of base insured's coverage to \$

BASE INSURED		FOR ADDITION TO POLICY NUMBER (IF APPLICABLE)		SUPPLEMENT TO APPLICATION DATED			EFFECTIVE DATE
Print First and Last Name of Spouse/Legal Partner and Children.		Amount	Date of Birth	Height Ft. In.	Weight	Place of Birth (State or Country)	Social Security Number
	Spouse/ Legal Partner	\$		Complete Non-Med (Attached)			
	M <input type="checkbox"/> F <input type="checkbox"/>	\$					
	<input type="checkbox"/> <input type="checkbox"/>	\$					
	<input type="checkbox"/> <input type="checkbox"/>	\$					

(IF SPACE IS INADEQUATE, ATTACH A LIST AND HAVE IT SIGNED AND DATED)

I. QUESTIONS APPLYING TO CHILDREN (Give details to Yes answers in Remarks below.)

1. Has any child listed ever had any disease or abnormality of:	Yes / No				Yes / No		
a. Heart or blood vessels, including heart murmur, or heart defect?	<input type="checkbox"/> <input type="checkbox"/>			i. Cyst, tumor, or growth of any kind, diabetes, or blood disorders, including hemophilia or leukemia?	<input type="checkbox"/> <input type="checkbox"/>		
b. Lungs, including asthma, chronic cough, pneumonia, frequent bronchitis or cystic fibrosis?	<input type="checkbox"/> <input type="checkbox"/>			2. Does any child listed:			
c. Stomach, liver, intestines or rectum, including hepatitis?	<input type="checkbox"/> <input type="checkbox"/>			a. Have any physical defect or deformity?	<input type="checkbox"/> <input type="checkbox"/>		
d. Kidneys, bladder or urinary tract, including frequent bladder infections or abnormal urine findings?	<input type="checkbox"/> <input type="checkbox"/>			b. Have any emotional problems, require counseling, or special testing?	<input type="checkbox"/> <input type="checkbox"/>		
e. Brain or nervous system, including head injuries, seizures, convulsions, epilepsy, muscular dystrophy or cerebral palsy?	<input type="checkbox"/> <input type="checkbox"/>			3. Has any child listed:			
f. Bones or joints, including rheumatic fever, arthritis or fractures from injury?	<input type="checkbox"/> <input type="checkbox"/>			a. Been hospitalized beyond the newborn period (more than 3 days after birth)?	<input type="checkbox"/> <input type="checkbox"/>		
g. Immune system?	<input type="checkbox"/> <input type="checkbox"/>			b. Had any operations?	<input type="checkbox"/> <input type="checkbox"/>		
h. Skin, eyes, ears or throat, including birth marks?	<input type="checkbox"/> <input type="checkbox"/>			4. Within the past five years, has any child listed been examined or treated by any doctor, PhD, or counselor for any condition not named above?	<input type="checkbox"/> <input type="checkbox"/>		

REMARKS

Question Number	Person to whom answer applied	Date, details, and duration of all "yes" answers above.	Names and addresses of Attending Physicians

BENEFICIARY: The Class 1 beneficiary of the Insurance under this agreement shall be the base insured, if living. If a different Class 1 beneficiary designation is desired, submit a Beneficiary Change.

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this application may result in loss of coverage under the Agreement issued subject to the incontestability provision. I agree that they will become part of this application and any Agreement issued on it.

If this Agreement is a part of an application for a new policy, the insurance will not take effect unless and until the policy and the Agreement have been issued and delivered and the full first premium paid while the health of all Proposed Insured(s) remains as stated in the application. If the Agreement is to be added to an existing policy, it will become effective when the application for this Agreement is approved by the Company.

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Date signed	Signature of insured X	Signature of spouse/legal partner X
Signature of agent X		

II. AUTHORIZATION TO OBTAIN INFORMATION

COMPLETE FOR ALL APPLICATIONS

Print name of base insured
Print name of spouse/legal partner (if applicable)

AUTHORIZATION

I authorize any physician, medical practitioner, hospital, clinic or other health care provider, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of the physical or mental health of me or my minor children, to give all such information and any other non-medical information relating to such persons to Minnesota Life Insurance Company or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives, and firms of Minnesota Life.

I authorize Minnesota Life or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my application, claim or as may be otherwise lawfully required or as I may further authorize.

I agree this authorization shall be valid for twenty-four months from the date it is signed. I may revoke this authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.

I understand that I have the right to request and receive a copy of this authorization and that a photocopy of this authorization shall be as valid as the original.

I acknowledge that I have been given Minnesota Life's Your Privacy is Important to Us notice.

Date signed	Signature of insured X	Signature of spouse/legal partner X
Name of minor children		

III. AGENT'S CONFIDENTIAL REPORT - NOT PART OF THE APPLICATION

NOTE TO AGENT: If adding spouse/legal partner, use age and amount guidelines to determine requirements as outlined in the Underwriting Guideline card. Additionally, Application Parts II and III need to be completed when adding spouse/legal partner.

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Did you see each individual proposed for insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you related to any of the proposed insureds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If required, have you ordered? | | |
| <input type="checkbox"/> Exam | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Blood Profile/HOS | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> EKG | | |
| <input type="checkbox"/> Other _____ | | |
| 4. Was this application taken in person? | <input type="checkbox"/> | <input type="checkbox"/> |

- | | Yes | No |
|---|--------------------------|--------------------------|
| 5. Do you know of any facts or conditions not already disclosed which may have a bearing on the underwriting of these risks? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do you fully recommend each individual proposed for insurance and on whom an examination is not required, for insurance without a medical examination? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. PERSONAL HISTORY INTERVIEW ON SPOUSE/LEGAL PARTNER: (IF APPLICABLE) | | |

Home Phone: _____

Work Phone: _____

REMINDER: Fill out a non-medical on the base insured if adding the Family Term Agreement - Child, Children's Term Agreement, or the Additional Insured Agreement to an existing policy. Submit Beneficiary Change form (F17092-2A) only if a class 1 beneficiary other than the base insured is desired for this Agreement.

Accelerated Death Benefit Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the policy date shown on the policy data pages.

The receipt of any accelerated death benefit may be taxable to you. You should seek assistance from your personal tax advisor.

What does this agreement provide?

This agreement provides for the payment of an accelerated benefit if the insured has a terminal condition, as described below.

The accelerated benefit will be paid as a lien against policy death benefit. At the death of the insured, the death benefit; not the cash value, will be reduced by the entire amount of the lien.

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that, because of sickness or accident, the insured's life expectancy is 12 months or less. That evidence must include certification by a licensed physician.

A licensed physician is an individual licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you, the insured, or a member of your or the insured's immediate family. Immediate family is the insured's or your spouse, legal partner, child, parent, grandparent, grandchild, brothers and sisters and their spouses or legal partners.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have the insured medically examined at our own expense to verify the insured's medical condition. We may do this as often as reasonably required while an accelerated benefit is being considered or paid.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

- (1) your policy must be in force;
- (2) you must apply in writing and in a form satisfactory to us;

- (3) the policy must not be assigned, except to us as security for a loan;
- (4) if the policy has an irrevocable beneficiary, that beneficiary must sign a consent to the payment of an accelerated benefit.

Is there a minimum or maximum amount for an accelerated benefit?

Yes. The minimum accelerated benefit is \$10,000. The maximum accelerated benefit is the lesser of \$1,000,000 or 75% of the death benefit.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum.

When will the accelerated benefit be paid?

Payment will be made upon our receipt of satisfactory proof of eligibility. If a payment is not made within 30 days of our receipt of satisfactory proof, we will pay interest on the amount of the payment from the 31st day until the date of payment. Interest will be at the rate stated in the policy Payment of Proceeds provision.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you or your estate unless you validly assign them.

If the insured dies after you elect to receive accelerated death benefits but before any such benefits have been paid, your election will be cancelled and the death benefit paid as stated in the policy provisions.

How is your policy affected when you receive an accelerated benefit?

The accelerated benefit plus any accrued interest will be considered a lien of a portion of the death benefit.

If the accelerated benefit, plus interest exceeds the loan value of your policy, you will not be able to surrender the policy or receive any further policy loans.

At the death of the insured, the entire amount of the lien and interest will reduce the death benefit. Any remaining death benefit proceeds will be paid to the beneficiary of your policy.

How will you know the effect of the acceleration on your policy?

At the time of your election to receive an accelerated benefit, we will provide to you a statement demonstrating the effect of the acceleration on your policy death benefit, cash value, and policy loans.

Can you repay an accelerated benefit?

Yes. The accelerated benefit may be repaid in full or in part at any time.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit is not intended to cause you to reduce involuntarily the death proceeds ultimately payable to the named beneficiary. An accelerated benefit will be made available to you on a voluntary basis only.

If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit. If you are required by a government agency to use this option to apply for, obtain, or keep a government benefit or entitlement, you are not eligible for this benefit.

Will interest be charged on the amount taken as an accelerated benefit?

Yes. The interest rate charged on the portion of the accelerated benefit lien equal to the loan value of the policy at the time the accelerated benefit is paid shall not exceed the policy loan interest rate.

The interest rate on the portion of the accelerated benefit lien in excess of the loan value of the policy at the time the accelerated benefit is paid will be set quarterly on the first day of each calendar quarter. It will not exceed the greater of the policy loan interest rate, or the "published monthly average" for the calendar month ending two months before the beginning of the calendar quarter.

The "published monthly average" means the Moody's Composite Average of Yields on Bonds as published by the Moody's Investors Service. In the event this average is no longer published, we will use a substantially similar average subject to the approval of the Interstate Insurance Product Regulation Commission.

We will notify you when we pay the accelerated benefit what the interest rate charge will be. The interest rate will not be changed during the course of the accelerated benefit lien.

Interest is charged daily on the amount of the lien; it is payable annually in arrears. The unpaid interest will be added to the accelerated benefit lien and charged the same rate of interest as your accelerated benefit lien.

Additional interest will not accrue if the accelerated benefit lien plus accrued interest equals the death benefit.

Will it be necessary to keep this policy in force after an accelerated benefit has been paid?

Yes. Once an accelerated benefit has been paid, you must keep the policy in force until such time as the death benefit is payable or the entire accelerated benefit is repaid to us. If necessary, we will pay any premiums required to keep your policy in force and add them to the accelerated benefit lien which will reduce any death benefits payable. However, if the policy includes a waiver of premium provision and the insured qualifies under that provision, we will waive those premiums.

How will this agreement affect coverage on additional insureds under this policy?

Coverage on any additional insureds, whether covered under this policy or any agreement attached to this policy, will not be included in the amount available for acceleration.

Does this agreement become incontestable?

Yes, this agreement becomes incontestable under the same conditions as those stated in the policy.

When does this agreement terminate?

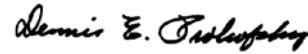
This agreement will terminate on the earliest of:

- (1) the date this policy is surrendered, lapsed, or otherwise terminates; or
- (2) the date we receive your written request to cancel this agreement; or
- (3) the date of the insured's death.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you.

[

Secretary


President]

<i>SERFF Tracking Number:</i>	<i>MNNL-126122998</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42184</i>
<i>Company Tracking Number:</i>	<i>09-110.03</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Secure Whole Life</i>		
<i>Project Name/Number:</i>	<i>Secure Whole Life/09-110.03</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Certifications	
Comments:	Attached are required Certifications.	
Attachment:	Certification.pdf	

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:	Attached is Certification of Readability.	
Attachment:	Certification of Readability.pdf	

	Item Status:	Status Date:
Satisfied - Item:	Exhibit of Outline of Coverage for Accelerated Benefit	
Comments:	Attached is Outline of Coverage for Accelerated Benefit Agreement, form F60944 5-2004, which was approved by your department on June 10, 2004, SERFF #USPH-5ZRT7Z845. State Tracking #26610.	
Attachment:	Exhibit F.60944 5-2004 ABA Outline of Coverage.pdf	

	Item Status:	Status Date:
Satisfied - Item:	Application	
Comments:	Attached is previously approved application, with the following approval dates: F59410 Rev 3-2006, Part 1 Application New Issue -- approved 07-07-2006	

<i>SERFF Tracking Number:</i>	<i>MNNL-126122998</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42184</i>
<i>Company Tracking Number:</i>	<i>09-110.03</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>

Product Name: *Secure Whole Life*

Project Name/Number: *Secure Whole Life/09-110.03*

F59573 8-2003, Part 2 Application -- approved 06-10.2004

F59536 Rev 3-2006, Part 3 Application New Issue -- approved 07-07-2006

Attachment:

Exhibit John Doe Application.pdf

Securian Financial Group, Inc.
400 Robert Street North
St. Paul, MN 55101-2098
www.securian.com
651.665.3500



CERTIFICATION OF COMPLIANCE

Minnesota Life Insurance Company certifies that it is in compliance with the following Arkansas Rules and Regulations and statutes:

Rule and Regulation 19 Unfair Sex Discrimination
Rule and Regulation 49 Guaranty Association Notice
Arkansas Statute 23-80-206 Flesch certification
Arkansas Statute 23-79-138 Contact Notice

Name: Matthew Harrington

Title: Assistant Secretary

Date: May 15, 2009

CERTIFICATION OF READABILITY

This is to certify that the attached Form Number	09-110.03, 09- 902' 09-903, 09- 904, 09-914, 09- 917, 09-918, 09- 921, 09-934, 09- E1517, 09-9415 4-2009, 09-931	<u>Secure Whole Life Policy</u> has achieved a Flesch Reading Ease Score of	51.1, 50.4, 51.8, 53, 52, 50.1, 60, 50.6, 56.3, 51.1, 50, 55
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and complies with the requirements of Ark. Stat. Ann. §66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Signature (Must be an Officer)

Name: Matthew Harrington

Title: Assistant Secretary

Date: April 21, 2009

If an insurer chooses to score certain forms as separate from the policy with which they may be used, this information must be contained in the certificate.

If a policy is scored by a method other than the Flesch reading ease score, use of the alternate method shall be explained in detail.

Outline of Coverage

Accelerated Benefit Agreement

MINNESOTA LIFE

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

This outline describes features of the Accelerated Benefit Agreement which will be issued with your policy. This outline is not a contract, as only the actual Agreement provisions control. It is, therefore, important that, when presented to you for delivery, you Read Your Policy Carefully!

The Accelerated Benefit Agreement provides the option to have part of the policy's death benefit paid to you if the insured has a terminal condition. The payment is a loan against the death benefit, which is repaid when the insured dies. Any balance of the death proceeds will be paid to the beneficiary. The agreement will be included in the policy without premium cost to you. Here are some highlights of the benefit:

1. A terminal condition is one, caused by sickness or accident, which directly results in reducing the insured's life expectancy to 12 months or less. You must supply us with evidence of this fact, certified by a qualified physician. We may also ask for independent verification at our expense.
2. The maximum accelerated benefit is the lesser of 75% of the death benefit or \$1,000,000. The minimum payment is \$10,000. You can have the payment in one sum, or in another mutually agreeable manner.
3. The interest rate will be set when we process the benefit payment. The rate will not exceed the greater of the published Moody's Composite Average of Yields on Bonds, or the policy loan interest rate. Interest on the portion of the unpaid benefit balance, equal to the policy loan value, will not exceed the policy loan interest rate. Unpaid interest will be added to the balance of the accelerated benefit.

If your policy is a term policy, the interest rate will not exceed the greater of the published Moody's Composite Average of Yields on Bonds, or 8%. Interest on the portion of the unpaid benefit balance, equal to the policy loan value, will not exceed 8%. Unpaid interest will be added to the balance of the accelerated benefit.

4. The policy is affected by accelerated benefits you receive, as follows:

- **Death proceeds are reduced by the amount of accelerated benefits paid plus accrued interest.**
- **Loan or cash surrender values, if any are associated with this policy, are available only if they exceed the accelerated benefits paid plus accrued interest.**
- **If your policy is a participating policy, we expect no further dividends will be declared for participating policies after the accelerated benefit has been paid.**

5. This is not long term care or nursing home insurance. And, you may not be eligible for this benefit if:

- **creditors, in bankruptcy or otherwise, require this option to meet claims; or**
- **a government agency requires this option to apply for, obtain, or keep entitlement benefits.**

6. The receipt of any accelerated benefit payment may be taxable to you. You should seek assistance from your personal tax advisor.

Please date and sign as indicated and keep a copy. Send the original copy to Minnesota Life with the insurance application.

I have read this Outline of Coverage on _____ (Date).

Witness/Registered Representative Signature

X

Applicant Signature

X

Application Part 1

EXHIBIT**MINNESOTA LIFE**

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

A. Proposed Insured Information	Proposed insured name (last, first, middle)		
	Social Security number	Date of birth (month, day, year)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
	Driver's license number	Issue state	Expiration date
	Home telephone number	Business telephone number	
	Birthplace (state or, if outside the US, country)	E-mail address	
	Street address (no P.O. Box)		
	City	State	Zip code
	Occupation	Years in occupation	Income
	B. Product	Product applied for	Base face amount \$
Total annual planned premium (excluding NRP)		Plan of insurance (if applicable)	
Death benefit qualification test (if applicable, defaults to GPT if none selected) <input type="checkbox"/> Guideline Premium Test (GPT) <input type="checkbox"/> Cash Value Accumulation Test (CVAT)			
Death benefit option (defaults to Cash/Level if none selected) <input type="checkbox"/> Cash/Level <input type="checkbox"/> Protection/Increasing <input type="checkbox"/> Sum of Premiums		Dividend option	
C. Additional Benefits and Agreements <i>Select only those agreements available on the product(s) applied for.</i>	<input type="checkbox"/> Waiver of Premium Agreement		
	<input type="checkbox"/> Waiver of Charges Agreement		
	<input type="checkbox"/> Guaranteed Protection Waiver		
	<input type="checkbox"/> Face Amount Increase Agreement \$		
	<input type="checkbox"/> Accelerated Benefit Agreement (Submit ABA Outline of Coverage form)		
	<input type="checkbox"/> Death Benefit Guarantee Agreement		
	<input type="checkbox"/> Family Term Agreement - Children (Submit Family Term Application) \$		
	<input type="checkbox"/> Policy Enhancement Rider _____% (Indicate a whole number from 3 to 10%)		
	<input type="checkbox"/> Estate Preservation Agreement \$ Face Amount (Not to exceed 122% of base amount)		
	<input type="checkbox"/> Other _____		
	<input type="checkbox"/> Other _____		
	THE FOLLOWING BENEFITS AND AGREEMENTS WILL BE ADDED IF AVAILABLE FOR YOUR POLICY, UNLESS YOU CHOOSE TO OMIT THEM:		
<input type="checkbox"/> Omit Automatic Premium Loan <input type="checkbox"/> Omit Cost of Living Agreement			
<input type="checkbox"/> Omit Inflation Agreement			
D. Special Dating	<input type="checkbox"/> Date to save age		
	<input type="checkbox"/> Specific date: _____ (month, day, year)		
	Are there any other Minnesota Life applications associated with this application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details and whether the policies should have the same issue date.		

E. Life Insurance In Force and Replacement <i>Submit appropriate replacement forms (not needed if replacing group coverage).</i>	Does the proposed insured have any life insurance or annuity in force or pending, including life insurance sold or assigned to a life settlement, viatical or secondary market provider? If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Has there been or will there be replacement of any existing life insurance or annuity, as a result of this application? (Replacement includes, but is not limited to, a lapse, surrender, 1035 Exchange, loan, withdrawal, or other change to any existing life insurance or annuity.) If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Life Insurance In Force				
	Full Company Name	Amount	Year Issued	Type <input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	Will it be Replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Beneficiary Information <i>If the beneficiary is a trust, give complete trust name and date trust established.</i>		Beneficiary Name	Relationship to Proposed Insured	SSN/TIN (If known)
	Primary			
	Contingent			

G. Owner Information <i>Submit the appropriate trust, corporate, or non-corporate form(s).</i>	Only complete this section if the Owner is different than the insured.		
Owner name (last, first, middle)			
<input type="checkbox"/> Individual <input type="checkbox"/> Trust <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____			
Social Security or tax ID number		Date of birth or trust date	
Street address (no P.O. box)			
City		State	Zip code
Relationship to proposed insured		Telephone number	
E-mail address			

**H. Premium and
Billing
Information**

Premium Notice Should Be Sent To:

- ☐ Proposed Insured Address in Section A ☐ Owner Address in Section G
☐ Owner's Business/Employer Address (Indicate below) ☐ Other (Indicate below)

Name

Address

City

State

Zip code

Payment Method

- ☐ Annual ☐ Monthly Automatic Payment Plan (APP) Plan Number _____
(If new plan, submit APP Authorization)
☐ Semi-Annual ☐ Payroll Deduction Plan (PRD) Plan Number _____
☐ Quarterly ☐ List Bill Plan Number _____
(If new plan, submit List Bill form)

Non-Repeating Premium (NRP)

Regular NRP \$ _____
(\$500 minimum required)

Billable Non-Repeating Premium (Billable NRP)

(If base premium is paid through a list bill, the NRP must also be billed through the same list bill.)

Total Annual Billable NRP \$ _____
(Minimum annual \$600 NRP required. Minimum annual \$2,400 base premium required.)

Include Billable NRP at issue, with first premium payment? ☐ Yes ☐ No

Payment Method

- ☐ Annual ☐ Monthly Automatic Payment Plan (APP) Plan Number _____
(If new plan, submit APP Authorization)
☐ Semi-Annual ☐ Payroll Deduction Plan (PRD) Plan Number _____
☐ Quarterly

1035 Exchange

(Submit 1035 Exchange Agreement form)

☐ Yes ☐ No

Money Submitted with Application

Has the owner paid money with this application to the representative? ☐ Yes ☐ No

If yes, amount: \$ _____

Was a receipt given? ☐ Yes ☐ No

*Make all checks
payable to
Minnesota Life.*

**I. Special
Mailing
Address**

If mail (other than the premium notice) should be sent somewhere other than the owner's Home Address, please indicate here.

- ☐ Owner's Business Address
☐ Other - Indicate Name and Address

Name (last, first, middle)

Address

City

State

Zip code

J. Proposed Insured Underwriting Information	<div> <div> 1. Is the proposed insured a US citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> If no, citizen of _____ Indicate visa type _____ </div> </div> <div> 2. Does the proposed insured plan to travel or reside outside the US in the next two years? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> If yes, provide the city(s) and country(s), dates, length of stay, and purpose of travel: _____ _____ </div> <div> 3. Has the proposed insured within the last five years, or does the proposed insured plan to engage in piloting a plane? If yes, complete the Military and Aviation Statement. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 4. Has the proposed insured within the last five years, or does the proposed insured plan to engage in sky diving, motor vehicle or boat racing, mountain/rock climbing, hang gliding, or underwater diving? If yes, complete Sports and Avocation Statement. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 5. Is the proposed insured in the Armed Forces, National Guard, or Reserves? If yes, complete Military and Aviation Statement. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 8. Has the proposed insured, within the past ten years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 9. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div>
K. Additional Remarks	
L. Home Office Endorsements	<div> Home Office Corrections or Additions Acceptance of the policy shall ratify changes entered here by Minnesota Life. Not to be used in IA, IL, KS, KY, MD, MI, MN, MO, NH, NJ, OR, PA, TX, WI, or WV for change in age, amount, classification, plan or benefits unless agreed to in writing. </div>

Application Part 2

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Proposed Insured Name (last, first, middle)	Date of Birth
---	---------------

Height and Weight	Change in Past Year	Cause of Weight Gain or Loss
FT. IN. LBS.	LBS. <input type="checkbox"/> GAIN <input type="checkbox"/> LOSS	

	Yes	No
1. A. Have you ever smoked cigarettes?	<input type="checkbox"/>	<input type="checkbox"/>
Current Smoker <input type="checkbox"/>		
Past Smoker <input type="checkbox"/>		
Packs Per Day		
Date Last Cigarette Smoked (MM, DD, YY)		
B. Have you ever used tobacco, other than cigarettes, in any form?		
What Type		
Current User <input type="checkbox"/>		
Past User <input type="checkbox"/>		
How Much		
Date of Last Use (MM, DD, YY)		
2. Are you taking or do you take any prescription or non-prescription medications or drugs?	<input type="checkbox"/>	<input type="checkbox"/>
3. During the past 10 years have you had or been treated for:		
A. Seizures; epilepsy; paralysis; fainting spells; headaches; dizziness; sleep disorder; or any other disorder of the brain or nervous system?	<input type="checkbox"/>	<input type="checkbox"/>
B. Depression; stress; anxiety; nervousness; nervous breakdown; or any other nervous, mental, or emotional disorder?	<input type="checkbox"/>	<input type="checkbox"/>
C. High blood pressure; chest pain; chest discomfort or tightness; heart attack; heart murmur; stroke; irregular heart beat; or any other disease or disorder of the heart or blood vessels?	<input type="checkbox"/>	<input type="checkbox"/>
D. Asthma; shortness of breath; bronchitis; pneumonia; emphysema; chronic cough; or any other lung or respiratory disorder?	<input type="checkbox"/>	<input type="checkbox"/>
E. Abdominal pain; ulcer; colitis; cirrhosis; hepatitis; recurrent diarrhea; intestinal bleeding; or any other disease of the liver, gallbladder, pancreas, stomach, or intestines?	<input type="checkbox"/>	<input type="checkbox"/>
F. Kidney stone; protein, sugar, blood or blood cells in the urine; or any disorder of the urinary tract, bladder or kidneys?	<input type="checkbox"/>	<input type="checkbox"/>
G. Disorder or abnormality of the prostate, uterus, ovaries, or breasts; pregnancy complication; testicular disease; genital herpes, syphilis, gonorrhea, or other sexually transmitted disease?	<input type="checkbox"/>	<input type="checkbox"/>
H. Diabetes; thyroid disorder; lymph node enlargement; skin disorder; or disorder of any other glands?	<input type="checkbox"/>	<input type="checkbox"/>
I. Cancer; tumor; or cyst?	<input type="checkbox"/>	<input type="checkbox"/>
J. Anemia, leukemia, or other blood disorder?	<input type="checkbox"/>	<input type="checkbox"/>
K. Back or neck pain; spinal strain or sprain; sciatica; arthritis; gout; carpal tunnel syndrome; or any bone, joint, or muscle disorder?	<input type="checkbox"/>	<input type="checkbox"/>
L. Disorder of the eyes, ears, nose or throat?	<input type="checkbox"/>	<input type="checkbox"/>
M. Any physical deformity or defect?	<input type="checkbox"/>	<input type="checkbox"/>
N. Any immune deficiency disorder including AIDS or AIDS-Related Complex (ARC), or AIDS-related conditions?	<input type="checkbox"/>	<input type="checkbox"/>
O. A blood test showing evidence of antibodies to the AIDS (HIV) virus?	<input type="checkbox"/>	<input type="checkbox"/>
P. Any chronic or recurrent fever, fatigue or viral illness?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you consume alcoholic beverages? If yes, what kinds, how much and how often?	<input type="checkbox"/>	<input type="checkbox"/>
5. During the past 10 years:		
A. Have you been advised to limit the use of alcohol or drugs; sought or received treatment, advice, or counseling for alcohol or drugs; or joined a group because of alcohol or drug use?	<input type="checkbox"/>	<input type="checkbox"/>
B. Have you tried or used cocaine, heroin, marijuana, barbiturates or other controlled substances?	<input type="checkbox"/>	<input type="checkbox"/>

6. Other than above, have you in the past five years:

- A. Consulted or been advised to consult a physician, psychiatrist, psychologist, therapist, counselor, chiropractor, or other health care practitioner? (Include regular check-ups.) ☐ ☐
- B. Had a check-up, illness, or surgery, or been treated or evaluated at a hospital or any other health care facility? ☐ ☐
- C. Had an EKG, x-ray, stress test, echocardiogram, angiography, blood studies or any other diagnostic test? ☐ ☐
- D. Been advised to have any test, hospitalization, or surgery which was not completed? ☐ ☐

7. Family History: Make a note of diabetes, cancer, melanoma, heart, and kidney disease.

		Age(s)	Health History		Age(s)	Cause of Death
Father	Living			Deceased		
Mother						
Siblings						
Siblings						

8. Do you have a personal physician or belong to an H.M.O. or clinic? If so, please provide information below. ☐ ☐

Name		Phone Number	
Street Address			
City		State	Zip Code
Date Last Seen	Reason		000-555-6666

Give details of all yes answers, including doctors' names, addresses and dates.

Application Part 3

Agreements and Authorizations

MINNESOTA LIFE

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

Proposed Insured Name (last, first, middle)

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this application and any policy issued on it. The insurance applied for will not take effect unless the policy is issued and delivered and the full first premium is paid while the health of the Proposed Insured remains as stated in this application. **If such conditions are met, the insurance will take effect as of the earlier of the Policy Date specified in the policy or the date the policy is delivered to me; the only exception to this is provided in the Life Receipt and Temporary Insurance Agreement, issued if the premium is paid in advance.**

VARIABLE ADJUSTABLE LIFE: I understand that the amount or the duration of the death benefit (or both) of the policy applied for may increase or decrease depending on the investment results of the sub-accounts of the separate account. I understand that the actual cash value of the policy applied for increases and decreases depending on the investment results. There is no minimum actual cash value for the policy values invested in these sub-accounts.

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic or other health care provider, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of the physical or mental health of me or my minor children, to give all such information and any other non-medical information relating to such persons to Minnesota Life or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives, and firms of Minnesota Life. I authorize Minnesota Life or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my application, claim or as may be otherwise lawfully required or as I may further authorize.

I agree this authorization shall be valid for twenty-four months from the date it is signed. I may revoke this authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.

I understand that I have the right to request and receive a copy of this authorization and that a photocopy of this authorization shall be as valid as the original.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Proposed insured signature	Date	City	State
X			
Owner signature (if other than proposed insured) (give title if signed on behalf of a business)	Date	City	State
X			
Parent/conservator/guardian signature (juvenile applications)	Date	City	State
X			

I believe that the information provided by this applicant is true and accurate. I certify I have accurately recorded all information given by the Proposed Insured(s).

Licensed representative signature	Date 04/01/2009
X	

Representative's Report

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Checklist	<p>1. Did you give the Proposed Insured the Your Privacy Is Important To Us notice? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Do you know anything not disclosed which might affect the underwriting of this risk? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Will the Part 2 be completed through Tele-Interview? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. Is replacement of existing life insurance or annuities involved in this application? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Owner Identity Verification (Not for Term)</p> <p><input type="checkbox"/> I certify that I personally met with the applicant and reviewed the identification documents. To the best of my knowledge the documents accurately reflect the identity of the individual.</p> <p><input type="checkbox"/> I did not meet in person with the individual or was otherwise unable to personally review the identification documents.</p> <p>6. Is the purpose of this insurance to provide an Employee Benefit Plan as defined under ERISA? If yes, complete the Employee Benefit Plan Disclosure Statement and Qualified Plan Data. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Will this insurance be part of a (check all that apply):</p> <p><input type="checkbox"/> 412(i) plan?</p> <p><input type="checkbox"/> 419(e) plan?</p> <p><input type="checkbox"/> Pension plan with administrative services provided by Minnesota Life?</p> <p>7. Information for Business Insurance (Buy/Sell, Split Dollar, Key Person)</p> <p>• Is this part of a Split Dollar plan? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>• What is the value of the business? \$ _____ %</p> <p>• What percentage does the Proposed Insured own or control? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>• Are there other key individuals applying? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, indicate the name of each person. If no, indicate the reason.</p> <p>8. Will this be a Condensed Payment Plan? (If yes, submit Condensed Payment Illustration.) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> One Year Condensed Pay <input type="checkbox"/> Two Year Condensed Pay</p> <p>9. Are you related to the Proposed Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, is the Proposed Insured a Representative listed here, or a spouse or dependent of a listed Representative? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>									
Additional Information										
Compensation	<p>If applying for VAL Horizon, please select Representative Compensation Type. <input type="checkbox"/> Standard <input type="checkbox"/> Asset Based</p> <p>If compensation will be split between two or more Representatives, please complete this section:</p> <table><tr><td>Additional representative name</td><td>Firm/rep code</td><td>Commission %</td></tr><tr><td>Additional representative name</td><td>Firm/rep code</td><td>Commission %</td></tr><tr><td>Additional representative name</td><td>Firm/rep code</td><td>Commission %</td></tr></table>	Additional representative name	Firm/rep code	Commission %	Additional representative name	Firm/rep code	Commission %	Additional representative name	Firm/rep code	Commission %
Additional representative name	Firm/rep code	Commission %								
Additional representative name	Firm/rep code	Commission %								
Additional representative name	Firm/rep code	Commission %								

I believe the information provided by this applicant is true and accurate. I certify that I have accurately recorded all information given by the Proposed Insured(s) and my statements on this Representative's Report are correct to the best of my knowledge.

Servicing representative signature	Date	Firm/rep code	Commission %
X			

<i>SERFF Tracking Number:</i>	<i>MNNL-126122998</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42184</i>
<i>Company Tracking Number:</i>	<i>09-110.03</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Secure Whole Life</i>		
<i>Project Name/Number:</i>	<i>Secure Whole Life/09-110.03</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/21/2009	Form	Secure Whole Life Policy	05/15/2009	09-110.03 Policy.pdf (Superceded)
04/21/2009	Form	Family Term- Childrens/Additional Insured/Children's Term Agreement Application	05/15/2009	09-9415 4-2009ns.pdf (Superceded)

SECURE WHOLE LIFE POLICY

[Insured John A Doe]
[Policy Number: 1-000-000W]
[Policy Date: Aug 01 2009]

NOTICE: IF THIS POLICY CONTAINS AN ACCIDENTAL DEATH BENEFIT AGREEMENT, OR A WAIVER OF PREMIUM AGREEMENT, READ THE LIMITATIONS IN THOSE AGREEMENTS CAREFULLY FOR EXCLUSIONS OF COVERAGE DUE TO WAR.

Face Amount payable at death
Premiums paid to anniversary nearest age 100
Participating

READ YOUR POLICY CAREFULLY

THIS IS A LEGAL CONTRACT

Subject to the provisions of this policy, we promise to pay to the beneficiary the death proceeds when we receive proof satisfactory to us of the insured's death.


This policy, including any change of it, is issued in consideration of the application for this policy and the payment of the premiums.

The owner and the beneficiary are as named in the initial application unless they are changed as provided in this policy.

Signed for Minnesota Life Insurance Company, a stock company, at St. Paul, Minnesota, on the policy date.

Notice of Your Right to Examine This Policy

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with it, you may return the policy to us or our agent within 30 days after you receive it. If you return the policy, you will receive a full refund of any premiums within 7 days of the date we receive your notice of cancellation.


[Secretary]


[President]

[MINNESOTA LIFE]

Minnesota Life Insurance Company
[400 Robert Street North
St. Paul, MN 55101-2098
www.minnesotalife.com
651.665.3500]

If you have questions or complaints about this policy, you may contact your advisor, us, or the insurance department of your state at the following location.

Insurance Department of: []
[Address]
[Address]

Telephone Number []
Toll Free Telephone Number []

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YOUR POLICY INFORMATION

Secure Whole Life Policy

A scheduled premium whole life insurance policy

Insured: [John A Doe]
 Issue Age [35]
 Gender: [Male]
 Policy Number: [1-000-000W]
 Policy Date: [May 1 2009]
 [Policy Change Date: [May 1 2009]]
 Face Amount [\$100,000]

Underwriting Class at Issue: [Standard] [Non-Tobacco]

[If dividends are declared, they will reflect an Underwriting Class of:
 [Standard] [Non-Tobacco]]

Payment Options	Premium	Annual Payment
Annual	[\$1754.40]	[\$1754.40]
Semi Annual	[\$ 894.74]	[\$1789.48]
Quarterly	[\$ 456.14]	[\$1824.56]
Monthly	[\$ 153.51]	[\$1842.12]

Dividend Option - [Paid Up Additional Insurance]

Type of Coverage	Annual <u>Premium</u>
Basic policy Guaranteed protection for life Effective: [May 1,2009] Premium payable through [Apr 30, 2074]	[1264.32]

Policy fee of \$75.00 is included in each annual premium.

YOUR POLICY INFORMATION

Insured: [John A Doe]

Policy Number: [1-000-000W]

Additional Agreements

	<u>Annual Premium</u>
[Accelerated Death Benefit Agreement Effective: [May 1 2009] There is no premium for this agreement.]	
[Accidental Death Benefit Agreement Effective: [May 1 2009] ...Accidental Death Benefit Amount: [\$10,000] Premium payable through [Apr 30, 2044.]	[\$8.00]
[Additional Insurance Agreement Effective: [May 1 2009] AIA Target Insurance Amount: [\$100,000] ...Premium payable through [Apr 30 2074] There is a Premium Load of [7]%.]	[\$316.08]
[Children's Term Agreement Effective: [May 1 2009] Level term coverage to age 25 for each child: [\$10,000] Premium payable to youngest child's age 25].	[\$50.00]
[Exchange of Insureds Agreement Effective: [May 1 2009] There is no premium for this agreement].	
[Guaranteed Insurability Option Agreement Effective: [May 1 2009] ...Premium payable through [Apr 30 2014] Maximum Face Amount of New Policy:..[\$20,000] Option Dates at Anniversary nearest Ages: [22, 25, 28, 31, 34, 37, 40.]]	[\$20.00]
[Guaranteed Insurability Option with Waiver Agreement Effective: [May 1 2009] ...Premium payable through [Apr 30 2014] Maximum Face Amount of New Policy: [\$20,000] Option Dates at Anniversary nearest Ages: [22, 25, 28, 31, 34, 37, 40.]]	[\$40.00]
[Single Premium Paid-Up Additional Insurance Agreement Effective: [May 1 2009] ...There is no scheduled premium for this agreement There is a Premium Load of [7]% of each premium paid.]	
[Waiver of Premium Agreement Effective: [May 1 2009] ...Premium payable through [Apr 30 2034.]	[\$56.00]
Total Annual Premium on Policy Date:	[\$1754.40]

YOUR POLICY INFORMATION

Table of Guaranteed Cash Values
Secure Whole Life

Policy Number [1-000-000W]

These values do not include dividends and are subject to the Cash Values section in this policy.

Policy Anniversary May 1	Guaranteed Cash Value	Extended Term Insurance		Reduced Paid-Up Insurance
		Years	Days	
2010	0	0	0	0
2011	0	0	0	0
2012	636	5	71	2,857
2013	1,648	10	301	7,146
2014	2,694	15	12	11,281
2015	3,774	17	311	15,266
2016	4,888	19	338	19,099
2017	6,034	21	161	22,779
2018	7,212	22	196	26,312
2019	8,422	23	138	29,699
2020	9,661	24	212	36,059
2021	10,934	24	362	39,050
2022	12,240	25	101	41,943
2023	13,589	25	168	44,740
2024	14,983	25	204	47,435
2025	16,418	25	214	50,029
2026	17,894	25	200	52,516
2027	19,403	25	165	54,901
2028	20,948	25	108	57,181
2029	22,522	25	34	59,353
AGE 60	30,785	23	341	67,143
AGE 62	34,291	23	213	70,568
AGE 65	39,626	23	34	75,098

Annual policy loan interest rate: [5%]payable in arrears

Annual policy reinstatement interest rate: [6%]

Summary of Policy Benefits

Living Benefits

Your policy has certain values which are available to you during the insured's lifetime. You may use these values:

- To provide income (see page 6).
- As collateral for a loan or as the basis for a policy loan (see page 8).
- To continue some insurance protection if you cannot or do not wish to continue paying premiums (see page 7).
- To obtain cash by surrendering your policy (see page 8).

The values available for such uses are the total of:

- The base cash value of your policy (see policy data pages),
- PLUS** • The cash value of any additional agreements,
- PLUS** • The cash value of any additional insurance purchased with dividends,
- PLUS** • Any dividends left with us to accumulate at interest,
- MINUS** • Any unpaid policy loan and unpaid policy loan interest.

Death Benefit

The amount payable to the beneficiary is the total of the following amounts determined on the date of the insured's death:

The face amount of this policy (see policy data pages),

- PLUS** • Any additional insurance on the insured's life provided by an additional agreement (see policy data pages),
- PLUS** • Any additional insurance on the insured's life purchased with dividends (see page 5),
- PLUS** • Any dividends left with us to accumulate at interest (see page 5),
- PLUS** • Any dividend credited at death (see page 5),
- PLUS** • Any premium paid beyond the policy month in which the death occurs (see page 5),
- MINUS** • Any premium due (see page 4),
- MINUS** • Any unpaid policy loan and unpaid policy loan interest (see page 8).

Additional Agreements

The additional agreements, if any, listed on the policy data pages are described more fully in the additional agreements.

Definitions

When we use the following words, this is what we mean:

age

The insured's age at nearest birthday.

base cash value

The cash value as shown in the Table of Policy Values on the policy data pages.

Code

The U.S. internal Revenue Code of 1986, as amended.

face amount

The amount of insurance shown on the policy data pages.

in force

The insured's life remains insured under the terms of the policy.

indebtedness

Any unpaid policy loan and any unpaid policy loan interest.

insured

The person whose life is insured under this policy as shown on the policy data pages.

lapse

A premium is in default and the insured's life is no longer insured, except as may be provided in the Policy Values section of this policy.

legal partner

The person with whom you have entered into a legally-sanctioned domestic partnership or civil union that grants you the same rights, responsibilities, and obligations as married couples in accordance with applicable state laws. We will not recognize a partner relationship in any state that does not legally recognize such relationship.

loan value

The maximum amount available for a policy loan under your policy is the total cash value minus any indebtedness.

policy anniversary

The same day and month as your policy date for each succeeding year your policy remains in force. A monthly policy anniversary is the same day as your policy date for each succeeding month your policy remains in force.

policy date

The date shown on the policy data pages, which is the date from which policy anniversaries, policy years, and monthly policy anniversaries are determined.

policy loan interest

The amount of interest we charge you on the policy loan balance on your policy.

proceeds

The amount we will pay under the terms of this policy when your policy is surrendered or when the insured dies.

surrender value

The total cash value of the policy, plus any dividends left with us to accumulate at interest, less any indebtedness.

total cash value

The base cash value of the policy, plus the cash value of any additional agreements, plus the cash value of any additional insurance purchased with dividends.

we, our, us

Minnesota Life Insurance Company.

written request

A request in writing signed by you. We also may require that your policy be sent in with your written request.

you, your

The owner of this policy as shown in the application, unless changed as provided in this policy. The owner may be someone other than the insured.

General Information

What is your agreement with us?

Your policy, or any change to it, contains the entire contract between you and us. This includes the initial application and all subsequent applications to change your policy. Any statements made either by you or by the insured in the initial application or in any application for change will, in the absence of fraud, be considered representations and not warranties. Also, any statement made either by you or by the insured will not be used to void your policy nor defend against a claim under your policy unless the statement is contained in the initial application or in any application for change to this policy.

No change or waiver of any of the provisions of this policy will be valid unless made in writing by us and signed by our president, a vice president, our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of your policy.

Any additional agreement attached to this policy will become a part of this policy and will be subject to all the terms and conditions of this policy unless we state otherwise in the agreement.

When does your policy become effective?

Your policy will become effective on the earlier of the policy date or the date the policy is delivered to you, provided you have paid the initial premium, while the health of the insured remains as stated in the application for this policy.

Will this policy qualify as life insurance for tax purposes?

In order for your policy to be considered life insurance, it must qualify under the Internal Revenue Code (the Code) of 1986 as amended. At issue, we intend for your policy to satisfy the cash value accumulation test of Code Section 7702 and, therefore, qualify as life insurance for tax purposes.

At no time will the amount of the death benefit under the policy ever be less than the amount needed to ensure tax qualification.

How will you know the status of your policy?

Each year without charge, we will send you a report. This report will show your policy's status. It will include the total cash value and the death benefit as of the date of the report.

You may also annually request an illustrative report. The first illustrative report will be provided to you at no cost.

How do you exercise your rights under the policy?

You can exercise all the rights under this policy during the lifetime of the insured by making a written request to us. This includes the right to change the ownership. Any change in ownership, unless specified by the owner, will take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of the notice.

If your policy is assigned, we will also require the written consent of the assignee. If you have designated an irrevocable beneficiary, the written consent of that beneficiary will also be required.

Premiums

When and where do you pay your premiums?

Your initial premium is due as of the policy date and must be paid by the time your policy is delivered. All premiums after the initial premium are payable on or before the date they are due and must be mailed to us at our home office or such other place as we may direct.

If you would like a receipt for a premium payment, we will give you one upon request.

How often do you pay premiums?

You may pay your premiums once a year, twice a year or four times a year. These premiums are shown on the policy data pages as the annual, semi-annual and quarterly premiums. If you decide to pay premiums once a year, your annual premium will be due on the policy anniversary. Should you decide to pay premiums more than once a year, your semi-annual premiums will be due every six months and your quarterly premiums will be due every three months. In each year, one of the premium due dates must fall on the policy anniversary date.

Are there other methods of paying premiums?

With the consent of your financial institution, you may request that your planned premiums be automatically withdrawn on a monthly basis from your account at that institution and paid directly to us. If for any reason your financial institution fails to pay a premium when it is due or if this premium payment arrangement is ended, you must pay an annual, semi-annual or quarterly premium directly to us before the end of the grace period to keep your policy in force.

You can also arrange to have one or more premiums paid by automatic premium loans (see page 8). This arrangement can only be effective, however, if your policy has available loan value.

How long must premium payments be made?

The premiums for your policy are payable for the period shown on the policy data pages or until the prior death of the insured.

Can you pay a premium after the date it is due?

Your policy has a 61-day grace period. This means that if a premium is not paid on or before the date it is due, you may pay that premium during the 61-day period immediately following the due date. The insured's life will continue to be insured during this 61-day period. If the insured dies during this period, we will deduct a premium for the 61-day grace period from the death proceeds of this policy.

We will send you and any assignee of record, at the last known address, at least 31 days prior to the end of the grace period, a written notice indicating the due date and the payment required to keep your policy in force. Any payments sent by U.S. Mail must be postmarked within the grace period. The 61-day grace period does not apply to the first premium payment. The first premium payment must be paid when your policy is delivered.

What happens if a premium is not paid before the end of the grace period?

If a premium is not paid before the end of the 61-day grace period, your policy will lapse and no further premium payments may be made. However, even if your policy lapses, the values, if any, provided for in the Policy

Values section of this policy on page 7 will be available to you. If the Automatic Premium Loan provision is active on your policy and there is sufficient loan value, we will make a policy loan to pay the premium due on your policy, which will be no less than a quarterly premium payment.

Can you reinstate your policy after it has lapsed?

Yes. At any time within three years of the date your policy lapses, you may ask us to reinstate your policy to a premium-paying basis. If you request that your policy be reinstated, we will require:

- (1) your written request to reinstate this policy; and
- (2) evidence of insurability satisfactory to us; and
- (3) payment or reinstatement of any indebtedness; and
- (4) payment of all past due premiums on your policy; and
- (5) payment of interest compounded annually on all past due premiums and on any indebtedness.

The policy reinstatement interest rate will not be more than the rate shown on the policy data pages.

Our determination of the insured's continued insurability and the payment of all past due premiums with interest, must occur during the insured's lifetime.

Are there restrictions on the payment of premiums?

There may be restrictions on the amount of premium you may pay under the modified endowment provisions of the Code. Therefore, unless you have specified otherwise in writing, if the payment of a premium would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your payment.

Is there a premium refund at the insured's death?

We will pay to the beneficiary any part of a paid premium that covers the period from the end of the policy month in which the insured died to the date to which premiums are paid. However, if your policy contains a waiver of premium agreement and the last premium was waived by us under the terms of that agreement, we will not refund that premium.

Is there a premium refund at surrender?

No.

Dividends

Will your policy receive dividends?

Each year we determine whether to allocate and distribute a portion of our surplus to various classes of policies and, as applicable, the extent to which your policy will share in this distribution. We call your policy's share a dividend and credit it to your policy on your policy anniversary under one of the dividend options shown below. The distribution of a dividend is not guaranteed.

How can your dividends be applied?

You may choose to have your dividends applied according to any of the following dividend options. We may also offer the ability for you to have your dividends applied under a combination of the available dividend options.

If you do not select a dividend option, we will automatically apply any dividend to purchase paid-up additional insurance as the default option:

Available Dividend Options:

- (1) **Cash** – Paid in cash to you.
- (2) **Reduce Premiums** – Used to pay part or all of an annual premium on your policy. This option is only available if you have chosen to pay your premiums annually.
- (3) **Accumulation** – Left with us to accumulate at interest. Your accumulations will earn interest at a rate to be determined by us, but never less than 2%. You can request that we pay you any accumulated dividends at any time.
- (4) **Paid-Up Additional Insurance** – Used to buy paid-up additional insurance on the life of the insured. Your paid-up additional insurance will also be eligible to receive dividends.
- (5) **Policy Loan Payment** – Used to reduce any outstanding indebtedness on your policy.

Any dividends left with us to accumulate at interest and the cash value of any paid-up additional insurance will be paid to you upon surrender of your policy.

Will a dividend be paid at the insured's death?

If we have determined that a dividend would be payable at the end of a policy year in which the insured dies, we will pay a portion of that dividend to the beneficiary. The dividend will be for that part of the policy year during which the insured lived.

May paid-up additions be surrendered?

Yes. You may surrender paid-up additions to cash up to the lesser of the total cash value minus any indebtedness, or the cash value of any paid-up additional insurance.

Beneficiary

To whom will we pay the death proceeds?

When we receive proof satisfactory to us of the insured's death, we will pay the death proceeds of this policy to the beneficiary or beneficiaries named in the application for this policy unless you have changed the beneficiary. In that event, we will pay the death proceeds to the beneficiary named in your last change of beneficiary request as provided below.

What happens if one or all of the beneficiaries dies before the insured?

If a beneficiary dies before the insured's death, that beneficiary's interest in the policy ends with that beneficiary's death. Only those beneficiaries who survive the insured will be eligible to share in the death proceeds. If no beneficiary survives the insured, we will pay the death proceeds of this policy to you, if living, otherwise, to your estate, or to your successor if you are a corporation no longer in existence.

Can you change the beneficiary?

Yes. If you have reserved the right to change the beneficiary, you can request in writing to change the beneficiary. If you have not reserved the right to change the beneficiary, the written consent of the irrevocable beneficiary will be required.

Unless you specify otherwise, your written request to change the beneficiary shall take effect on the date you sign the request. However, if the insured dies before the request has been signed, the request will not be effective as to those death proceeds we have paid before your request was signed.

Payment of Proceeds

When will the policy proceeds be payable?

The proceeds of this policy will be payable if the policy is surrendered or if we receive proof satisfactory to us of the insured's death. These events must occur while the policy is in force. Proof of any claim under this policy must be submitted in writing to our home office. The proceeds will be paid at our home office and in a single sum unless a settlement option has been selected. We will deduct any indebtedness from the proceeds.

Can proceeds be paid in other than a single sum?

Yes. You may request that we pay the proceeds under one of the following settlement options. We may also use any other method of payment that is agreeable to you and us. A settlement option may be selected only if the payments are to be made to a natural person in that person's own right.

The following settlement options are all payable in fixed amounts as are described below.

Option 1 -- Interest Payments

Payment of interest on the proceeds at such times and for a period that is agreeable to you and us. Withdrawal of proceeds may be made in amounts of at least \$500. At the end of the period, any remaining proceeds will be paid in either a single sum or under any other method we approve.

Option 2 -- Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown

in the following table. The monthly payments for any period not shown will be furnished upon request.

Number of Years	Monthly Payments
5	\$17.49
10	9.18
15	6.42
20	5.04
25	4.22

Option 3 -- Life Income

Monthly payments for the life of the person who is to receive the income. We will require satisfactory proof of the person's age and gender. Payments can be guaranteed for 5, 10, or 20 years. The amount of each monthly payment for each \$1,000 of proceeds based on the Annuity 2000 Table and applied under this option is shown in the following table. The monthly payments for any ages not shown will be furnished upon request.

Life Income with Payments Guaranteed for				
Male Age	Life Income	5 Years	10 Years	20 Years
50	\$3.51	\$3.51	\$3.49	\$3.40
55	3.90	3.89	3.86	3.70
60	4.42	4.40	4.34	4.04
65	5.12	5.08	4.95	4.38
70	6.10	6.00	5.70	4.68
75	7.44	7.21	6.57	4.88

Life Income with Payments Guaranteed for				
Female Age	Life Income	5 Years	10 Years	20 Years
50	\$3.27	\$3.26	\$3.26	\$3.21
55	3.60	3.60	3.58	3.49
60	4.04	4.03	4.00	3.83
65	4.63	4.61	4.54	4.20
70	5.46	5.41	5.25	4.56
75	6.66	6.54	6.16	4.83

Option 4 -- Payments of a Specified Amount

Monthly payments of a specified amount until the proceeds and interest are fully paid.

If you request a settlement option, we will prepare an agreement for you to sign, which will state the terms and conditions under which the payments will be made. The interest rate used in the calculation of all settlement options is guaranteed to be no less than 2% annually.

The settlement payments at the time of commencement will not be less than those that would be provided by the application of the surrender value to purchase a single premium immediate annuity contract at purchase rates offered to the same class of annuitants by the company, whether the annuity benefits are payable in fixed or variable amounts or a combination thereof.

Can a beneficiary request payment under a settlement option?

A beneficiary may select a settlement option only after the insured's death. However, you may provide that the beneficiary will not be permitted to change the settlement option you have selected.

Are the proceeds exempt from claims of creditors?

To the extent permitted by law, no payment of proceeds or interest we make will be subject to the claims of any creditors.

Also, if you provide that the option selected cannot be changed after the insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments. If garnishment or any other attachment of the payments is attempted, we will make those payments to a trustee we name. The trustee will apply those payments for the maintenance and support of the person you named to receive the payments.

What guaranteed interest rate will we pay on death proceeds?

We will pay interest on death proceeds at an annual rate which will never be less than 2% per year.

Interest on death proceeds will be at the rate credited to funds left on deposit in effect on the date due proof is received by the company. We will pay interest from the date of the insured's death until the date of payment.

If death proceeds are not paid within 30 days from the date due proof is received, interest from day 30 to the date of payment will be credited at the rate required by Arkansas Code 23-81-118(c).

Policy Values

What is the total cash value of your policy?

The total cash value of your policy, as of the date to which all premiums due have been paid, is the base cash value shown for that date in the Table of Policy Values plus the cash value of any paid-up additional insurance, plus the cash value of any additional agreement. If premiums are paid other than annually, the total cash value and the surrender value for the insurance provided by this policy and any attached agreements will be adjusted proportionally.

The total cash value of your policy within 60 days after the due date of an unpaid premium is the same as on the due date, unless the total cash value has been reduced by the surrender of any cash value after the due date. After that 60-day period, if your policy is continued as extended term or reduced paid-up insurance, the cash value at any time will be the reserve on that insurance. The cash value of any extended term or reduced paid-up insurance which is surrendered within 30 days after a policy anniversary will be at least equal to the cash value of any such extended term or reduced paid-up insurance as of that anniversary.

At your request, we will tell you what the base cash value is for any date not shown in the Table of Policy Values.

Do the values in this policy conform to the minimums required by law?

Yes. The nonforfeiture values for this policy comply with the Interstate Insurance Product Regulation Commission Uniform Standards. A detailed statement showing how those values are determined has been filed with the Interstate Insurance Product Regulation Commission. Cash values and any paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by, or pursuant to, the NAIC Standard Nonforfeiture Law for Life Insurance, Model #808.

What is the basis for the calculations of the nonforfeiture values?

We use the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Sex-Distinct Mortality Tables and an annual interest rate of 4%. However, if the policy was issued as unisex, we use a corresponding unisex mortality table, the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Table B (80% male, 20% female) Mortality Tables. The gender of each insured shown on the policy data pages describes whether the policy was issued as sex-distinct or unisex.

What happens if the premium due on your policy is not paid?

Your policy will lapse if the premium due is not paid before the end of the grace period. If your policy has no surrender value, the insured's life is no longer insured. If your policy has a surrender value, we will apply it to purchase extended term insurance. In addition, you may, within 60 days of the due date of the unpaid premium, request that we purchase reduced paid-up insurance. If the amount of reduced paid-up insurance would be less than \$1,000, we will pay the surrender value plus any dividends left to accumulate at interest to you in cash.

If extended term or reduced paid-up insurance is purchased, it will be effective as of the due date of the unpaid premium and no further premiums will be due. You may reinstate your policy as described in the Premiums provision of this policy.

What is extended term insurance?

It is term insurance that is purchased by applying the surrender value of your policy as a net single premium to buy extended term insurance for the maximum period. The amount of this insurance will be equal to the face amount of your policy, plus the face amount of any additional benefit agreements, plus the face amount of any paid-up additional insurance, less the amount of any indebtedness. At the end of the extended term period all insurance under this policy will terminate, this policy will have no surrender value and we will send you any dividends left to accumulate at interest in cash. Your

policy will not receive any dividends while it is on extended term insurance.

What is reduced paid-up insurance?

It is paid-up insurance that is purchased by applying the surrender value of your policy as a net single premium to buy paid-up insurance for a reduced face amount. This insurance will continue for the insured's lifetime unless you surrender the policy for its remaining value. Reduced paid-up insurance will continue to be eligible for dividends as provided for in the Dividends provision of this policy.

You can change the nonforfeiture option at any time with your written request, as long as your policy is active and not in nonforfeiture status.

Policy Loans

Can you borrow money on your policy?

After the first policy year, you may borrow up to the loan value of your policy. We will require your written request for a policy loan. The policy will be the only security required for your policy loan. The loan value is determined as of the date you signed your request for a policy loan. We will charge interest on your policy loan in arrears.

We have the right to postpone your policy loan for up to six months. We cannot do so if the policy loan is to be used to pay premiums on any policies you have with us.

What is the loan value of your policy?

The loan value of your policy is its total cash value, minus any indebtedness. The total cash value will be determined as of the date to which your premiums are paid on this policy, but not beyond the next policy anniversary.

Can you arrange for automatic premium loans to keep your policy in force?

Yes. If you asked for this service in your application, or if you write us and ask for this service after your policy has been issued, we will make automatic premium loans. You can also write to us at any time and tell us you do not want this service.

If you have this service and you have not paid the premium that is due before the end of the grace period, we will make a policy loan to pay the amount of premium due.

If there is not enough loan value to pay the full premium due, we will make a policy loan for the maximum premium loan amount available. There must be enough loan value to pay at least a quarterly premium. If the loan value is not enough to pay at least a quarterly premium, your policy will lapse.

What is the policy loan interest rate?

The policy loan interest rate is shown on the policy data pages.

When is policy loan interest due and payable?

Policy loan interest is due on a policy loan transaction, on each policy anniversary, on surrender or lapse of the policy and on the date of the insured's death. If you do not pay the interest on your policy loan in cash, your policy loan will be increased by an additional policy loan in the amount of the unpaid interest. It will then be charged the same rate of interest as your policy loan.

How and when can you repay your policy loan?

If your policy is in force, your policy loan can be repaid in part or in full at any time before the insured's death. Your policy loan may also be repaid within 60 days after the date of the insured's death if we have not paid any of the benefits under this policy. Any policy loan payment must be at least \$100 unless the balance due is less than \$100.

What happens if you do not repay your policy loan?

Your policy will remain in force unless the indebtedness exceeds the total cash value of your policy. If the indebtedness exceeds the total cash value of your policy, your policy will lapse.

To prevent your policy from lapsing, you will have to make a policy loan payment. We will notify you 61 days in advance of our intent to lapse the policy and the policy loan payment required to keep it in force. The time for payment will be within 61 days after our mailing of the notice.

Surrender

May the policy be surrendered?

Yes. You may request to surrender your policy in full at any time before the death of the insured. Also, if there are any dividends left with us to accumulate at interest, we will pay that amount upon surrender.

What is the surrender value of your policy?

The surrender value of your policy is the total cash value on the date of the surrender, less any indebtedness on that date. You may request your surrender value at any time.

How do you surrender your policy?

Send us your policy and a written request to surrender it for its surrender value on the date of surrender. Instead of payment in a single sum, you may request that your surrender value be used to provide extended term or reduced paid-up insurance.

May policy payments be deferred?

Yes. We reserve the right to defer policy payments for up to six months from the date of your written request. If we postpone our payment for more than 31 days following the date you signed your request, we will pay you interest at 2% per year for the period during which payment is postponed.

What if the insured dies after you request a surrender?

If the insured dies after we receive your surrender request, we will pay the surrender value to you or your estate; we will not pay a death benefit to the beneficiary.

Are there restrictions on the amount of paid-up additional insurance you can surrender?

Unless you have specified otherwise in writing, if a requested surrender of paid-up additional insurance would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

In what order will we surrender paid-up additional insurance?

We will first surrender paid-up additional insurance purchased by the Single Premium Paid-Up Additional Insurance Agreement, then the insurance purchased by dividends and finally the insurance purchased by the Additional Insurance Agreement.

Additional Information

Can you assign your policy?

Your policy may be assigned. The assignment must be in writing and filed with us at our home office and unless you specify otherwise, shall take effect on the date you sign the notice of assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any proceeds which become payable to the assignee will be payable in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of that interest.

What if the age or gender of the insured is misstated?

If the age or gender of the insured has been misstated, the amount of proceeds payable under this policy or any agreement attached to this policy, will be that amount which the premiums paid would have purchased based upon the insured's correct age and gender.

When does your policy become incontestable?

After this policy has been in force during the lifetime of the insured for two years from the policy date, we cannot contest this policy, except for the nonpayment of premiums or fraud, except for those states where fraud is not allowed as a reason to contest.

However, if there has been a policy change or reinstatement for which we required evidence of insurability, that policy change or reinstatement will be contestable for two years during the lifetime of the insured, from the effective date of the policy change or reinstatement.

Is there a suicide exclusion?

Yes. If the insured, whether sane or insane, dies by suicide within two years of the policy date, our liability will be limited to an amount equal to the premiums paid for this policy less any policy loan and unpaid policy loan interest.

If there has been a policy change for which we required evidence of insurability, and if the insured dies by suicide within two years from the effective date of the policy change, our liability with respect to the policy change will be limited to an amount equal to the portion of the premiums paid for that policy change.

What if this policy is issued without evidence of insurability?

If this policy is issued without evidence of insurability, either as a conversion from a policy we previously issued or under the provisions of an additional insurance agreement, the contestable and suicide periods will be measured from the effective date of the preceding policy or agreement.

SECURE WHOLE LIFE POLICY

Face Amount payable at death

Premiums paid to anniversary nearest age 100

Participating

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual holding company. You are a member of the Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

MINNESOTA LIFE

Family Term Agreement - Child/Additional Insured Agreement/ Children's Term Agreement Application

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Are you applying for: <input type="checkbox"/> Family Term Agreement - Child? <input type="checkbox"/> Children's Term Agreement? <input type="checkbox"/> Additional Insured Agreement? (Only available on existing Adjustable 3-89 contracts)	Children age 17 and younger may be added to the Family Term Agreement - Child or Children's Term Agreement. Children as defined in the policy are covered from age 14 days to 25 years.
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Is this application to be a part of: <input type="checkbox"/> Pending application? <input type="checkbox"/> Existing policy?	If part of an existing policy: <input type="checkbox"/> Increase premium to reflect the cost of the added agreements. <input type="checkbox"/> Do not increase premium: <input type="checkbox"/> Reduce base plan of insurance. <input type="checkbox"/> Decrease face amount of base insured's coverage to \$
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BASE INSURED	FOR ADDITION TO POLICY NUMBER (IF APPLICABLE)	Date of Birth	Height Ft. In.	Weight	Place of Birth (State or Country)	EFFECTIVE DATE
Print First and Last Name of Spouse/Legal Partner and Children.	Amount					
	\$					
Spouse/ Legal Partner <input type="checkbox"/> M <input type="checkbox"/> F	\$					
	\$					
	\$					
	\$					

(IF SPACE IS INADEQUATE, ATTACH A LIST AND HAVE IT SIGNED AND DATED)

I. QUESTIONS APPLYING TO CHILDREN (Give details to Yes answers in Remarks below.)

1. Has any child listed ever had any disease or abnormality of: a. Heart or blood vessels, including heart murmur, or heart defect? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Lungs, including asthma, chronic cough, pneumonia, frequent bronchitis or cystic fibrosis? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Stomach, liver, intestines or rectum, including hepatitis? <input type="checkbox"/> Yes <input type="checkbox"/> No d. Kidneys, bladder or urinary tract, including frequent bladder infections or abnormal urine findings? <input type="checkbox"/> Yes <input type="checkbox"/> No e. Brain or nervous system, including head injuries, seizures, convulsions, epilepsy, muscular dystrophy or cerebral palsy? <input type="checkbox"/> Yes <input type="checkbox"/> No f. Bones or joints, including rheumatic fever, arthritis or fractures from injury? <input type="checkbox"/> Yes <input type="checkbox"/> No g. Immune system? <input type="checkbox"/> Yes <input type="checkbox"/> No h. Skin, eyes, ears or throat, including birth marks? <input type="checkbox"/> Yes <input type="checkbox"/> No	Yes / No i. Cyst, tumor, or growth of any kind, diabetes, or blood disorders, including hemophilia or leukemia? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Does any child listed: a. Have any physical defect or deformity? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Have any emotional problems, require counseling, or special testing? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Has any child listed: a. Been hospitalized beyond the newborn period (more than 3 days after birth)? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Had any operations? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Within the past five years, has any child listed been examined or treated by any doctor, PhD, or counselor for any condition not named above? <input type="checkbox"/> Yes <input type="checkbox"/> No
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REMARKS

Question Number	Person to whom answer applied	Date, details, and duration of all "yes" answers above.	Names and addresses of Attending Physicians

BENEFICIARY: The Class 1 beneficiary of the Insurance under this agreement shall be the base insured, if living. If a different Class 1 beneficiary designation is desired, submit a Beneficiary Change.

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this application may result in loss of coverage under the Agreement issued subject to the incontestability provision. I agree that they will become part of this application and any Agreement issued on it.

If this Agreement is a part of an application for a new policy, the insurance will not take effect unless and until the policy and the Agreement have been issued and delivered and the full first premium paid while the health of all Proposed Insured(s) remains as stated in the application. If the Agreement is to be added to an existing policy, it will become effective when the application for this Agreement is approved by the Company.

Date signed	Signature of insured X	Signature of spouse/legal partner X
Signature of agent X		

II. AUTHORIZATION TO OBTAIN INFORMATION

COMPLETE FOR ALL APPLICATIONS

Print name of base insured

Print name of spouse/legal partner (if applicable)

AUTHORIZATION

I authorize any physician, medical practitioner, hospital, clinic or other health care provider, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of the physical or mental health of me or my minor children, to give all such information and any other non-medical information relating to such persons to Minnesota Life Insurance Company or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives, and firms of Minnesota Life.

I authorize Minnesota Life or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my application, claim or as may be otherwise lawfully required or as I may further authorize.

I agree this authorization shall be valid for twenty-four months from the date it is signed. I may revoke this authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.

I understand that I have the right to request and receive a copy of this authorization and that a photocopy of this authorization shall be as valid as the original.

I acknowledge that I have been given Minnesota Life's Your Privacy is Important to Us notice.

Date signed	Signature of insured X	Signature of spouse/legal partner X
Name of minor children		

III. AGENT'S CONFIDENTIAL REPORT - NOT PART OF THE APPLICATION

NOTE TO AGENT: If adding spouse/legal partner, use age and amount guidelines to determine requirements as outlined in the Underwriting Guideline card. Additionally, Application Parts II and III need to be completed when adding spouse/legal partner.

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Did you see each individual proposed for insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you related to any of the proposed insureds? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If required, have you ordered? | | |
| <input type="checkbox"/> Exam | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Blood Profile/HOS | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> EKG | | |
| <input type="checkbox"/> Other _____ | | |
| 4. Was this application taken in person? | <input type="checkbox"/> | <input type="checkbox"/> |

- | | Yes | No |
|---|--------------------------|--------------------------|
| 5. Do you know of any facts or conditions not already disclosed which may have a bearing on the underwriting of these risks? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Do you fully recommend each individual proposed for insurance and on whom an examination is not required, for insurance without a medical examination? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. PERSONAL HISTORY INTERVIEW ON SPOUSE/LLEGAL PARTNER: (IF APPLICABLE) | | |

Home Phone: _____

Work Phone: _____

REMINDER: Fill out a non-medical on the base insured if adding the Family Term Agreement - Child, Children's Term Agreement, or the Additional Insured Agreement to an existing policy. Submit Beneficiary Change form (F17092-2A) only if a class 1 beneficiary other than the base insured is desired for this Agreement.